Vol. VII

TRANSCRIPT OF RECORD

(Pages 2489 to 3064)

Supreme Court of the United States

OCTOBER TERM, 1945

No. 48

UNIVERSAL OIL PRODUCTS COMPANY,
PETITIONER,

vs.

ROOT REFINING COMPANY

No. 64

UNIVERSAL OIL PRODUCTS COMPANY,
PETITIONER,

vs.

ROOT REFINING COMPANY

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

PETITIONS FOR CERTIORARI FILED { MARCH 26, 1945.
APRIL 23, 1945.

CERTIORARI GRANTED APRIL 23, 1945.

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CHARLES ELMORE CROPLEY
CLERK

No. 1080

IN THE

United States Circuit Court of Appeals

FOR THE THIRD CIRCUIT.

Nos. 5648, 5546.

ROOT REFINING COMPANY,
Defendant-Appellant,

vs.

UNIVERSAL OIL PRODUCTS COMPANY,
Plaintiff-Appellee.

TRANSCRIPT OF RECORD

Volume VII—Amici Exhibits 1 to 164

Pages 2489 to 3064

VOLUME VII

INDEX OF EXHIBITS

AMICI EXHIBITS

Amici Exhibit		Page
1	Letter, W. P. Z. German to Executive Committee, February 1, 1932	2489
2	Letter, J. B. Thiess to W. P. Z. German, February 1, 1932	2492
3	Behrens' testimony before Grand Jury	2495
4	Accounting requisition for $25,000 payment to Kaufman, October 18, 1935	2525
5	Voucher, $25,000 to Kaufman, October 18, 1935	2526
6	Distribution record (back of voucher, Exhibit 5)	2527
7	Check, Universal to Kaufman, $25,000, October 18, 1935	2528
8	Kaufman receipt for $25,000, October 22, 1935	2529
9	Letter, Lenske to Behrens, March 17, 1936	2530
10	Lenske memo., March 18, 1936, re Kaufman $10,000 payment	2531
11	Accounting requisition, March 18, 1936, $10,000 to Kaufman	2532
11A	Original of Exhibit 11	2533
12	Voucher for $10,000 to Kaufman, March 18, 1936	2534
13	Distribution record (back of voucher, Exhibit 12)	2535
13A	Original of Exhibit 13	2536
14	Check, Universal to Kaufman, $10,000, March 18, 1936	2538
15	Letter, Lenske to Kaufman, March 18, 1936	2539
16	Letter, Behrens to Lenske, July 23, 1936	2540
17	Accounting requisition, $5,000 to Kaufman, July 27, 1936	2541
18	Voucher, $5,000 to Kaufman, July 27, 1936	2542
19	Distribution record (back of voucher, Exhibit 18)	2543
20	Check, Universal to Kaufman, $5,000, July 27, 1936	2544
21	Letter, Lenske to Behrens, July 27, 1936	2545
22	Letter, Lenske to Kaufman, July 27, 1936	2546
23	Letter, Kaufman to Universal, July 29, 1936	2547

Amici Exhibit		Page
24	Lenske memo., re $10,000 to Kaufman, December 2, 1936	2548
25	Accounting requisition, $10,000 to Kaufman, December 2, 1936	2549
26	Voucher, $10,000 to Kaufman, December 2, 1936	2550
27	Distribution record (back of voucher, Exhibit 26)	2551
28	Check, Universal to Kaufman, $10,000, December 2, 1936	2552
29	Letter, Lenske to Healy, December 2, 1936	2553
30	Letter, Lenske to Kaufman, December 2, 1936	2554
31	Letter, Healy to Lenske, December 4, 1936	2555
32	Halle Grand Jury Testimony	2556
33	Supreme Court Docket of Root case No. 417	2598
34	Supreme Court Docket of Root case No. 418	2599
35	Certified copy of telegram to Haight re denial of certiorari	2600
36	Haight's statement to U. S. attorneys, May 14, 1941	2602
37	Lenske's pencil memorandum showing payments to Kaufman totaling $50,000	2610
38	Universal accounting forms:	
	A: Requisition for check	2611
	B: Remittance advice	2612
	C: Voucher folder	2613
39	Plat of Lake County, Florida, property of Stokley	2615
40	Deed, Stokley and wife to Sawyer, June 4, 1929	2617
41	Deed, Stokley to Sawyer, June 5, 1929	2620
42	Deed, Mt. Dora to Kaufman, November 25, 1935	2622
43	Deed, Quitclaim, Stokley and wife to Kaufman, November 25, 1935	2627
44	Deed, Quitclaim, Sawyer and wife to Mt. Dora, July 31, 1935	2631
45	Warranty Deed, Stokley and wife to Kaufman, November 25, 1935	2634
46	Fruit Picking Contract, Stokley to Eustis Pkg. Co., March 28, 1930	2637
47	Mortgage, Stokley and wife to S. A. Gerrard Co., September 15, 1930	2640

Amici Exhibit		Page
48	Mortgage, Sawyer to Eustis Packing Co., April 11, 1932	2645
49	Satisfaction of Mortgage (Am. Ex. 47), February 10, 1936	2650
50	Release, S. A. Gerrard Co. to Stokley, February 10, 1936	2651
51	Satisfaction of Mortgage (Am. Ex. 48), February 11, 1936	2652
52	Release, Eustis Packing Co. to Stokley, February 11, 1936	2653
53	Release of contract (Am. Ex. 46), February 11, 1936	2654
54	Warranty Deed, Stokley and wife to Davis, February 27, 1936	2556
55	Certified copy of contract between Stokley and Kaufman, November 25, 1935, as recorded	2658
56	Miami-Battle Creek ledger sheets for Davis, Buffington, Morgan Kaufman, and David Kaufman	2661
57	for id. Omitted pursuant to agreement of Counsel.	2736
58	Title Insurance Policy to Kaufman	2737
59	Work-sheet CC dated 12/31/35 relating to Universal's audit	2741
60	Work-sheet CC dated 12/31/36 relating to Universal's audit	2742
61	Schedule of fees paid attorneys in the Root and Crew-Levick cases (Un. Ex. 8 for id.)	2743
62	Accounting records re payment by Universal to Morris, January 4, 1936 (Un. Ex. 10 for id.)	2750
63	Accounting records, re payment by Universal to Haight, May 15, 1940 (Un. Ex. 11 for id.)	2753
64	Accounting records re payment by Universal to Haight, January 2, 1929 (Un. Ex. 9 for id.)	2756
65	Haight bill, June 18, 1932, and voucher	2761
66	Voucher and requisition, March 2, 1934	2765
67	Haight bill, November 15, 1935, and voucher	2768
68	Haight bill, December 18, 1936, and voucher	2791
69	Haight bill, February 2, 1938, and voucher	2801
70	Haight bill, December 9, 1941, 3 letters, and voucher	2805
71	Voucher requisition and voucher, February 18, 1942, and two letters re payment to Haight's firm	2842

Amici Exhibit		Page
72	Voucher requisition and voucher, June 26, 1930, payment to Morris	2816
73	Voucher requisition and voucher, June 8, 1933, payment to Morris	2819
74	Voucher requisition and voucher, March 4, 1942, payment to Morris	2822
75	Photostat of original Kaufman-Stokley Agreement, November 25, 1935	2825
76	Check, $10,000, Kaufman to B. F. Lord, November 14, 1935	2828
77	Docket entries in UOP v. Crew-Levick	2829
78	Docket entries in UOP v. Empire	2832
79	Letter, Kaufman to Haight, March 25, 1938	2835
80	Telegram, David Kaufman to Morgan S. Kaufman, February 7, 1935	2836
81	Telegram, Morgan (Kaufman) to Edwin L. Weisl, February 27, 1936	2837
82	Telegram, Morgan (Kaufman) to Robert Bast, undated	2839
83	Telegram, Davis to Cooley, October 4, 1935	2840
84	Telegram, Cooley to Davis, October 24, 1935	2841
85	First letter of October 25, 1935, Davis to Cooley	2842
86	Second letter of October 25, 1935, Davis to Cooley	2843
87	Letter, Davis to Stokley, November 14, 1935	2846
88	Letter, Davis to Stokley, November 21, 1935	2848
89	Telegram, Stokley to Davis, November 12, 1935	2850
90	Telegram, Cooley to Davis, November 20, 1935	2851
91	Public National Bank & Trust Co. statement of account of Morgan S. Kaufman, month of October, 1935	2852
92	Public National Bank & Trust Co. statement of account of Morgan S. Kaufman, month of November, 1935	2854
93	Letter, Davis to Tumulty, January 7, 1936	2856
94	Letter, Davis to Stokley, March 10, 1936	2857
95	Assignment of insurance, Davis to Ungerleider, July 28, 1937	2859
96	Note, $9,250 of Davis to S. Ungerleider	2861
96A	Check, $9,250 of Ungerleider to Swedesboro National Bank	2862

Amici Exhibit		Page
97	Note, $3,424.50 of Davis to S. Ungerleider	2863
97A	Check: $3,424.50, of Ungerleider to Swedesboro Trust Co.	2864
98	Note, $25,000, Davis to Arthur Ungerleider	2865
98A	Check, $25,000 of Emil J. Roth & Co. to order of Arthur Ungerleider	2866
99	Telegram, David (Kaufman) to Judge Davis, undated	2867
100	Judge Davis' conference notes in Root Case	2868
101	Judge Thompson's conference notes in Root case	2876
102	Letter, Buffington to other judges, January 18, 1935, assigning cases	2879
103	Letter, Thompson to Davis, June 6, 1935, re Root opinion	2880
104	Letter, Judge Buffington to Master White, September 28, 1942	2881
105	Letter, Judge Thompson's secretary to Master White, October 1, 1942	2882
106	Letter, Davis to Master White, September 27, 1942	2883
107	Docket entries in UOP v. Root, Appeal No. 5648	2885
108	Docket entries in UOP v. Root, Appeal No. 5546	2887
109	File of Stokley correspondence produced by Davis comprising the following:	2889
	Letter, Stokley to Davis, March 15, 1935	
	Letter, Davis to Stokley, March 18, 1935	
	Letter, Cooley to Davis, March 28, 1935	
	Letter, Davis to Cooley, April 5, 1935	
	Letter, Davis to Stokley, April 5, 1935	
	Letter, Davis to Stokley, June 13, 1935	
	Letter, Stokley to Davis, June 23, 1935	
	Letter, Davis to Stokley, July 1, 1935	
	Letter, Stokley to Davis, July 7, 1935	
	Letter, Paul Stokley to Davis, July 11, 1935	
	Letter, Cooley to C. L. Stokley, July 8, 1935	
	Letter, Davis to Paul Stokley, July 16, 1935	
	Letter, Stokley to Davis, July 20, 1935	
	Letter, Cooley to Davis, July 23, 1935	
	Letter, Davis to Cooley, July 26, 1935	

Amici Exhibit		Page
	Letter, Cooley to Davis, July 29, 1935	
	Letter, Davis to Cooley, August 9, 1935	
	Letter, Cooley to Davis, September 25, 1935	
	Night letter, Cooley to Davis, October 3, 1935	
	Night letter, Cooley to Davis, October 24, 1935	
	Letter, Davis to Stokley, October 25, 1935	
	Second letter, Davis to Cooley, October 25, 1935	
	Letter, Stokley to Davis, October 31, 1935	
	Night letter, Davis to Stokley, November 5, 1935	
	Telegram, Cooley to Davis, November 6, 1935	
	Night letter, Davis to Cooley, November 6, 1935	
	Night letter, Stokley to Davis, November 6, 1935	
	Night letter, Davis to Stokley, November 10, 1935	
	Night letter, Stokley to Davis, November 12, 1935	
	Letter, Davis to Stokley, November 14, 1935	
	Day letter, Davis to Stokley, November 20, 1935	
	Night letter, Cooley to Davis, November 20, 1935	
	Letter, Davis to Cooley, November 21, 1935	
	Letter, Davis to Stokley, November 21, 1935	
	Letter, Stokley to Davis, March 31, 1935	
	Letter, Stokley to Davis, March 1, 1937	
	Letter, Davis to Stokley, March 8, 1937	
	Letter, Davis to Kaufman, March 16, 1937	
110	Telegram, Davis to Stokley, February 19, 1936	2947
111	Check, March 10, 1936, Ungerleider to Davis, $4000	2948
112	Statement produced by Davis, entitled "Payments made by Charles L. Stokley on account of $4000 loaned him on March 19, 1936 by J. Warren Davis"	2949
113	Statement of payments by Davis to Ungerleider	2950
114	Letters produced by Davis, comprising:	2951
	Letter, Davis to Stokley, April 28, 1936	
	Letter, Davis to Stokley, March 15, 1937	
	Letter, Davis to Stokley, March 23, 1937	
	Letter, Stokley to Davis, March 25, 1937	
	Letter, Davis to Stokley, March 29, 1937	
115	Letter, Stokley to Davis, June 18, 1936	2957
116	Letter, Stokley to Davis, July 6, 1936	2959

Amici Exhibit		Page
117	Letter, Davis to Stokley, March 3, 1936	2960
118	Letter, Davis to Gallagher, July 9, 1938	2962
119	Order in Martz bankruptcy, June 1, 1938	2963
120	Order in Martz bankruptcy, June 27, 1938	2965
121	Financial Memorandum prepared by Davis for Dept. of Justice	2966
122	Letter, December 7, 1939, Pepper to Dept. of Justice submitting financial memorandum (Am. Ex. 121)	2972
123	Letter, Root, Clark, Buckner & Ballantine to Gahagan, July 3, 1940, and attached financial statement	2974
124	Letter, Lewis to Davis, November 4, 1933, and attached statement	2980
125	Letter, Lewis to Davis, November 4, 1933	2981
126	Letter, Buffington to Davis, March 9, 1938	2982
127	Deed, Stokley to Davis, February 27, 1936, on Orange County Property	2983
128	Mortgage, Stokley and wife to Eustis Pkg. Co., January 8, 1930, on Orange County property	2986
129	Mortgage, Stokley and wife to Eustis Packing Co., January 8, 1930, on Orange County property	2989
130	Mortgage, Stokley and wife to First State Bank, September 1, 1936	2992
131	Satisfaction of mortgage (Am. Ex. 128), February 11, 1936	2996
132	Satisfaction of mortgage (Am. Ex. 128), February 11, 1935	2999
133	Davis ledger sheet at Miami-Battle Creek Sanitarium, February 16-22, 1936	3002
134	Morgan S. Kaufman ledger sheet at Miami-Battle Creek Sanitarium, February 16-21, 1935	3003
135	Letter, Cooley to Stokley, July 29, 1935	3004
136	Check, Stokley to Kaufman, $600.00 dated May 15, 1939	3005
137	Docket entries, Appeal No. 6253, All Continent v. Hiram Steelman	3006
138	Docket entries, Appeal No. 6260, All Continent v. Hiram Steelman	3008
139	Docket entries Appeal No. 6472, Eva Fox v. Capital Co.	3010
140	Docket entries, Appeal No. 6473, Leitstein v. Capital Co.	3012

Amici Exhibit		Page
141	Docket entries, Appeal No. 6605, Hirsh, Newman, Reiss & Becker v. Capital Co.	3014
142	Order of Reference of Fox bankruptcy to Referee Steedle	3016
143	Rule to show cause in E. D. Pa. suit served on Brown	3019
144	Order to show cause in E. D. Pa. suit served on Brown	3023
145	Transcript of proceedings on March 18, 1938, in C. C. A. in Eva Fox contempt appeal	3025
146	Minutes in contempt appeals No. 6472 and No. 6473	3032
147	Steedle diary	3041
148	for id. Omitted pursuant to agreement of counsel	3048
149	Envelope originally containing the Steedle diary	3048
150-190	Government Exhibits in second criminal trial pertaining to tracing of $1,000 bills	
150	Signature card of Roger and Mary Firestone account	3049
151	Recordak for account of Roger and Mary Firestone for April, 1937	3050
152	Mary Firestone deposit slip dated April 14, 1936	3051
153	Cashier's check, April 14, 1937, $4,000.00, from St. Augustine National Bank to the order of Penelas Groves, Inc.	3052
154	Check, April 14, 1937, $4,000, Mary Firestone to the St. Augustine National Bank	3053
155	Recordak of check, April 14, 1937, $1,000, from Mary Firestone to Kathryn C. Page	3054
156	Original insurance declaration on shipment to Federal Reserve Bank at Jacksonville	3055
157	Yellow copy of Amici Exhibit 156	3056
158	Pink copy of Amici Exhibit 156	3057
159	Registry receipt	3058
160	Ledger sheet	3059
161	Record book of the Federal Reserve Bank of Jacksonville from August, 1936 to October, 1938	3061
162	Page of incoming shipments for April 17, 1937	3062
163	Advice dated April 17, 1937, of incoming shipments reported for insurance	3063
164	Page of Book	3064

Amici Exhibit 1

Letterhead of

SKELLY OIL COMPANY

Tulsa, Oklahoma

COPY

February 1, 1932

Winkler-Koch Patent Company—Defense Fund

Mr. L. H. Prichard,
Concord Bldg.,
Oklahoma City, Okla.

Mr. D. P. Hamilton,
Root Refining Company
Shreveport, La.

Mr. I. A. O'Shaughnessy,
1705 Summitt Avenue,
St. Paul, Minn.

Gentlemen:

As you know, we have all been considering engaging another lawyer to help Mr. Thiess but have been unable to think of anyone of proper caliber and reputation who is not affiliated in some such way with either the Universal or members of the Patent Club as to make them unavailable.

Today Mr. Thiess called me and advised that he has just learned that Honorable Arthur C. Denison of Grand Rapids, Michigan, has just resigned his position as a United States Circuit Judge for the Sixth Circuit. Judge Denison had been on the bench a number of years and has been a very strong member of the Sixth Circuit Appellate Bench. Mr. Thiess

understands that he is joining Mr. Baker in the practice of law at Cleveland, Ohio, but is now in Florida on a vacation. As you know, we have been looking for someone to offset the force and influence of Judges Morris and Haight before the Delaware District Court and the Third Circuit Court of Appeals to which the case may be appealed from the District Court.

Since Mr. Kem is out of the case, I am left alone as a member of the Legal Committee, and my conferences for consideration of such questions as this must, therefore, be with you gentlemen and Mr. Thiess. Mr. Thiess does not have any idea what fee Judge Denison would charge nor does he know whether he would accept employment at all. He suggests that if we are to engage him, we probably had better act with considerable dispatch. Judge Denison has not only passed upon many patent cases which have come to the Sixth Circuit Court of Appeals, but prior to his appointment to the Federal bench had some patent cases. He is about seventy years old, but his secretary tells Mr. Thiess that he is quite vigorous and active.

If you gentlemen think it worthwhile for us to seriously consider attempting to engage Judge Denison, then I will ask Mr. Thiess to get in touch with him and see if a conference can be arranged which can be attended by Mr. Thiess and myself and by any of you gentlemen, in case you would like to go. We can ascertain whether he would accept employment, and if so what he would charge for his services. We probably would have to sell him on the merits of our case before he would consider accepting employment. Of course, if he is not entirely free to accept employment, he would not permit us to tell him about the questions involved in the case and our defenses.

May I hear from each of you at your very earliest convenience.

Amici Exhibit 1

It may be that this matter is of sufficient importance to call for a conference; but my inclination is to think that if you favor an effort to engage Judge Denison, we would better feel him out before holding a conference.

Very truly yours,

W. P. Z. GERMAN

WPZG.els

ccs Messrs. Fred C. Koch
C. C. Herndon
O'Shaughnessy, Chicago

Amici Exhibit 2

COPY

JONES, ADDINGTON, AMES & SEIBOLD
Attorneys and Counselors
77 West Washington St
Chicago

February 1st, 1932

Mr. W. P. Z. German, General Attorney,
Skelly Oil Co.,
Tulsa, Okla.

Dear Mr. German:

This confirms our telephone conversation of this afternoon in which I told you that I had just learned that Judge Arthur C. Denison of the Court of Appeals of the Sixth Circuit has recently resigned.

I was also advised that he had gone into practice, affiliating with Mr. Newton D. Baker's firm of Cleveland, Ohio. I have no corroboration of this latter statement but I know positively that he resigned because I have talked to the Clerk of the Court of Appeals of the Sixth Circuit who confirmed the resignation.

The clerk also also advised me that while Judge Denison was seventy years of age he is very active and would take a real part in any litigation in which he might become involved.

He adyised me that at present he had left on a vacation, being enroute to Florida. He said that according to his records the Judge could be reached in about two days at the home of Mrs. J. A. Whitworth, Elzernova Apartments, Sarasota, Florida. Apparently, Judge Denison is driving to Florida and will not reach this address until the next two or three days.

Amici Exhibit 2

He also gave me the name and address of Judge Denison's law clerk while he was on the bench, which is as follows:

F. J. Rauner,
317 Prospect Ave. N.E.
Grand Rapids, Michigan.

He stated that Mr. Rauner would undoubtedly know how to reach Judge Denison, in the event that we did not find him at the Florida address.

As I advised you over the telephone, Judge Denison has been the Senior Judge of the Court of Appeals for the Sixth Circuit for a long while and has the reputation of being the equal of any patent judge which has sat in any of our District or Appellate Courts and at the time of his retirement was considered the foremost patent judge of the country.

I believe that if we could retain him in this litigation he would be exceedingly valuable as he had considerable experience as a patent lawyer before he went on the bench and while on the bench was regarded primarily as a patent judge. He would go a long way in offsetting the atmosphere plaintiff is endeavoring to create by Judges Haight and Morris.

I suggest, therefore, that you take this matter up with the members of the committees as soon as possible to ascertain whether or not it would be agreeable to approach Judge Denison and ask him whether or not he would accept a retainer in this litigation.

I also would suggest that it would be advisable to take action on this as soon as possible in order that we may not find later on, if it is decided to approach Judge Denison, that he has been approached and retained by one of the plaintiffs in the litigation in which the Winkler-Koch stills are involved. We know from their past actions that they endeavor to put everyone who would be of any assistance

to the defendant under a retainer and I hope that we may reach Judge Denison before they have made any overtures to him.

With kindest regards, I am

Yours very truly,

JONES, ADDINGTON, AMES & SEIBOLD

By: J. B. Thiess

JBT-R.

els

Amici Exhibit 3

"Feb. 8, 1940

W. M. BEHRENS, called as a witness, having first been duly sworn, testified as follows:

By Mr. Correa:

Q. It is the invariable practice of the Grand Jury to warn every witness appearing before it of his Constitutional rights, especially of the right which you have under the Constitution to refuse to answer any question the answer to which may tend to incriminate you. Are you aware of your rights in that respect? A. I am.

Q. Are you aware further that anything you say here may be used against you? A. I am.

By Mr. Willauer:

Q. Have you given your full name to the stenographer? A. I have.

Q. What is your address? A. 551 Monroe St., Glencoe, Ill.

Q. By whom are you employed? A. Universal Oil Products Co.

Q. What is your position with that company? A. Secretary.

Q. Where is your office where you work? A. In Chicago now.

Q. In 1935 you were in the employ of this Universal Oil Products Co.? A. Yes.

Q. In New York? A. Yes.

Q. Do you recall a legal fee of $25,000 paid to Morgan S. Kaufman, an attorney, on or about Oct. 18, 1935? A. Yes.

Q. Will you tell us what you recall about the circumstances of that payment? A. About all I can recall is that

Mr. Halle, our president, called me in the office. At the time I was pretty much his assistant and general helper. One or two men in the office had that capacity. Mr. Kaufman was there with him. He said he agreed with Mr. Kaufman on a fee of $25,000.

Q. Did Mr. Halle state what the fee was to be paid for? A. I am sure he did because under our bookkeeping every one of the fees is allocated to a particular case or a particular account and we are careful about the allocation tax wise because if you have a collection running into a large sum of money that is unallocated, because of our peculiar bookkeeping, due to the nature of our business, it presents all kinds of problems. I am sure he said it was chargeable to the Root case. He either told me that or our vice-president Mr. Mitchell.

Q. Did he say for what type of service in connection with the Root case the fee was to be paid for? A. No. I don't recall anything along that line.

Q. Are you able to tell me what Mr. Halle said when he called you in his office? A. In the first place, tell me who was in his office. A. I can't tell.

Q. Was Morgan Kaufman there? A. Yes, and I think probably Mr. Mitchell.

Q. Will you continue with the conversation? A. He told me to instruct Chicago to send a check to New York. In due course I telephoned or wrote and told them to send the check down. That check was transmitted, I am sure, to Mr. Halle or to me.

Q. Were you present at the time the check was turned over to Mr. Kaufman? A. I don't think so. I am reasonably sure I was not.

Q. You spoke about an original conference when you were instructed to pay over that fee. Have you told us everything that happened at that conference? A. Yes, I think I have.

Q. Did you subsequent to that conference have any conference with Mr. Kaufman himself not in the presence of Mr. Halle? A. Yes.

Q. When was that? A. I think probably January or early February.

Q. Then that wasn't at the time the fee was paid? A. No, it was subsequent.

Q. Will you tell us how that conference came about? A. Either in October or about the time this fee was paid or at the time, I can't tell which, or subsequent, it was concluded we would bring at least two suits against the Cities Service Companies. It always presents a problem when you bring cases of that kind as to whether to sue where the operations are or in the State of incorporation, and having concluded to file the bills—I had a long conference that lasted a day or a day and a half with Mr. Kaufman, primarily devoted to the whole of the Cities Service situation. They have been notorious infringers as far as we go for close to 20 years, and they are a very serious problem as far as our licensing business goes. They have I think four units presently that are under license. Frankly, they——

Q. I think you have answered my question. A. There was a question whether it involved all the subsidiaries, what we would sue for, what the infringement was, and we finally concluded to file two cases. It was a question whether they should go along parallel——

Q. Where did you conclude to file the cases? A. In Delaware and ultimately in the Eastern District of Pennsylvania.

Q. Did Mr. Kaufman advise you to file them in those places? A. No. We only had four places where we could sue, one in the Northern District of Illinois, the Eastern District of Pennsylvania, Delaware——

Q. I asked did Mr. Kaufman advise you to file them in those places? A. I think it was the conclusion of the meeting. I don't believe he advised us.

Amici Exhibit 3

Q. Were there some other people present? A. Not at that conference. Our lawyers worked pretty much as a team. There are always 4 or 5 lawyers at one meeting or a series of meetings and out of that comes a conclusion.

Q. It was my understanding of your testimony that you were not present at the time Morgan Kaufman actually received his check for this $25,000? A. I don't believe I was.

Q. Were you the person that obtained a receipt from Morgan Kaufman for the fee? A. Yes.

Q. Will you tell me how you came to obtain the receipt, under whose instructions and all the circumstances? A. We have in our office in New York a dictaphone buzzer system. It has a round ball with a light. When Mr. Halle wants me or his secretary, he usually ticks the thing in his office, the light lights, and I walk in. That day he called me in——

Q. What day was that? A. The day the check was delivered. He said, "Mr. Kaufman has got his check. I wish you would get a proper receipt." At that point Mr. Kaufman and I walked out of Mr. Halle's office and we went outside. There is a counter in the office where deliveries are made and on the top of it he wrote a receipt in longhand. The reason I am sure of that is because I do most of the contract work in the company and that receipt happens to be written on heavy 3½ which we use for contract work.

Q. I show you Exhibit 2. Is that the receipt or a photostatic copy? A. Yes.

Q. At or about the time you received that receipt, did you have any conference or discussion with Mr. Kaufman other than as to obtaining this receipt? A. At that time, no.

Q. You didn't discuss the Root case with him? A. No.

Q. Or any other litigation? A. On that day I am sure I did not.

Q. As I understand, the next time you had a discussion with him was some time, you think, in January, at which time you discussed not the Root case but the Cities Service

situation? A. It may have been November or December. The fact is the Cities Service bills were probably filed at the end of January or early February the following year and the conferences naturally took place before the bills were filed. Otherwise we couldn't have determined on the District.

Q. You state that at this January—we will call it the January conference, at which you discussed the place where the suits would be filed, it was the conclusion of the conference, and by that I take it to mean it was your conclusion after talking with Mr. Kaufman, reached at that conference, that you should file the suits in Delaware and Pennsylvania? A. Yes.

Q. What reasons did he give for filing those suits there? A. To the best of my recollection, because the Dougherty thing had been allowed to slide so long, we were primarily interested in one or two Dougherty cases reaching a prompt issue, and my memory is that our conclusion was because of the way the Delaware calendar was clogged at the time, one Judge only sitting, we concluded—he advised that we could be assured of a reasonably prompt trial and conclusion in the Eastern District of Pennsylvania.

Q. Are you aware of any friendship that Morgan Kaufman had with any of the Judges of the Circuit Court of Appeals sitting in the Third Circuit which includes Delaware and New Jersey and Pennsylvania? A. Not until I read some articles in the World Telegram in New York.

Q. At this conference in January was there any discussion of his acquaintanceship with these Judges? A. No.

(Stenographer relieved.)

Feb. 8, 1940

Q. Were you told by Mr. Halle or by anybody just what services Mr. Kaufman performed in connection with the Root case? A. No, and that is really not my function in the company.

Amici Exhibit 3

Q. Do you know whether or not Mr. Kaufman is a patent attorney? A. I haven't the faintest notion.

Q. What is your understanding of why Mr. Kaufman is on your payroll as an attorney, was on your payroll as an attorney at the time of the Root case? A. I have no knowledge of the facts, you know. You mean what is my impression?

Q. What is your impression or information? A. Well, I believe that Frank Belknap hired him.

Q. Do you know why Frank Belknap hired him, or have you been told? A. No. We have about 30 lawyers that are more or less on regular retainer, and the reasons for their being there, in every case that I have been familiar with, merit and ability. I have an impression the same extent, Kaufman was a very worthy adversary, that it was preferable not to be available on the other side. That is one impression that I have. Secondly, he is a very able trial lawyer according to all the information I ever had, and in a case of this type there is a large amount of general law, there is a large amount of intermediate stuff, that is, interrogatories and motions for inspections and bills of particulars and things of that type that save the time of the two or three key lawyers where you have maybe six or eight cases going along parallel. A man that has his own ability and can stand on his own feet is very much to be desired, if you are trying to run two or three cases or four parallel at the same time, and I have always understood he was always competent and able to handle himself and that time——

Q. Let's go back to that first statement of yours as to the impression that you obtained that he was rather a dangerous adversary or a dangerous man to have on the other side, isn't that about what you said? A. Yes, sir.

Q. Where did you get that impression? A. It's a common impression in the company, always in our type of work there are so few lawyers that are competent and capable in the

type of matters that we litigate. Now the origin of my impression I couldn't for the life of me tell.

Q. You still have that impression? A. That I wouldn't want him on the other side? Certainly.

Q. Have you ever seen him in action in court? A. Twice I think.

Q. Does that have anything to do with your impression? A. To a rather large extent, yes.

Q. Had you seen him in action in court before this fee was paid, which was in 1935? A. I think so; I think I saw him in action in 1933. That has nothing to do with the company, my having seen him. I walked into a court room and sat down to watch him work and he was there doing the work that afternoon.

Q. Now you told me originally that this impression was just a general impression that you had in the company and that you had picked it up. Is it your desire to change that and to say that that impression was caused in your mind by actually having seen this man at work? A. There are two impressions involved, one is one that I picked up in the company, and one is my own opinion.

Q. Can't you help us somewhat as to who in that company was talking about this man that might have given you this impression? A. A large part of the first year and a half of my life in the company I spent rather as much time as I could was spent with Mr. Frank Belknap. He had been their general legal commander of all of the litigation since the beginning of the company. He was pretty sick during '31, '32, until he died in '33 and he was very sick of course at the end and whenever I got a chance to go over here to the Waldorf and sit with him and converse with him, absorb knowledge, I having come into the company only in '31, I did it as best as I could.

Q. And did you discuss Morgan Kaufman with him? A. I can't answer that yes or no now. You see, that's seven years ago.

Q. Is it your testimony that your impression as to Morgan Kaufman's being a dangerous opponent came from Frank Belknap? A. It's very possible; in fact it is probable.

Q. Can't you recall what Mr. Belknap said to you about Mr. Kaufman in that connection? A. No, I wouldn't even try.

Q. I am asking you to try. You are trying? A. I am trying. He pumped it into me just as hard and fast as he could the last year or two that he lived, information, knowledge, history, and that was my job to learn that at that time. I came in to replace some holes that were a result of the deal in '31 when most of the senior executives got out of the company, and the first three or four years of my life with the company were primarily as a student listening, studying.

Q. I think you told us about that.

By Mr. Correa:

Q. Who selected the attorneys to represent the company? A. As long as Frank Belknap lived there isn't any doubt that he was the last word.

Q. Up until what time? A. As long as he was able to talk. He was that kind of a man. That was until he died. I suppose up to April of '33. By that I don't mean that he was the sole judge, that he didn't confer, but as far as I was ever able to find out, I never found where his judgment wasn't asked and, secondly, where it wasn't followed.

Q. With whom did he confer about it? A. Let's take the period between 1931 and 1933, when he died. Well, he would have conferred undoubtedly with William F. Hall in Washington who is really the chief patent trial man of the company, with Charles M. Thomas who is really the second patent trial man in the company, very probably with William D. Whitney of Cravath's office who became the outside general counsel after Reichmann got out in '31. Mr. Halle of

course either after the lawyers had made up their mind came in with a suggestion or in joint conference with him.

(Witness excused.)

W. M. BEHRENS, recalled.

By Mr. Willaüer:

Q. Mr. Behrens, at the conclusion of your testimony yesterday you were describing to us your association with Mr. Belknap, and as I got it you came into the company and acted pretty much as Mr. Belknap's assistant, is that correct? A. No, Mr. Halle's assistant.

Q. But you did tell us that you were very closely associated with Mr. Belknap; I think you said that you used to grab any time you could with him so that he could pump this stuff into you. A. That's right.

Q. What was the nature of this stuff that he was pumping into you? A. Well, first of all when I came into the company Belknap had a very peculiar position. He was a partner in the original enterprise and his heart had begun to go bad then, he was only 49 years old, and I was really the emissary to take him all the good news, particularly after he had his stroke, which was about eight months before he died, because, frankly, all of the other fellows couldn't stand to see him in the shape he was in; he was completely paralyzed on one side, and pretty bad, so that they sent me to him and he had gotten to a point where he would like to reminisce and reminiscences from him were to me, starting in on a new job, were rather a valuable thing, history of what had gone before and the reason why for all of the things, that I really wanted to know, to give me background to help me make my way in the company.

Amici Exhibit 3

Q. I suppose you reminisced a great deal on this litigation that the company was continually in? A. Yes, by and large, the reason for a lot of cases, how it had been handled and the reasons why it had been done this way and whenever I could I asked him questions.

Q. I suppose he told you a lot of background about various attorneys, didn't he, who was good and who was bad and all that? A. Well, to some extent, yes.

Q. Did you discuss the type of attorney that was commonly called a fixer with him at all? A. No.

Q. Never discussed a fixer with him? A. No, we never used them as far as I know.

Q. I didn't mean to infer that you had, but did he ever tell you any cases that he thought might have been fixed in his reminiscenses? A. He told me of one case that might have come very close to being fixed.

Q. Did you discuss any particular cases? A. No, that particular one was at the time very serious in his mind. We spent a lot of time on it; that was the famous Indiana case.

Q. Morgan Kaufman wasn't in that case? A. No.

Q. That's the only case then that you talked about—— A. Along that line I don't think we discussed any other. That was a peculiar situation where the master——

Q. We are not interested in that. A. Except the master was disbarred ultimately by the Supreme Court.

Q. Wouldn't you have personalities about lawyers, who was good, who was bad, who was honest? A. Yes, to some extent, perhaps to the larger extent we did.

Q. Did you ever discuss Morgan Kaufman with him? A. I don't think so.

Q. Are you sure? A. I can't say I am sure; I can't say I am not sure.

Q. Did you know that Morgan Kaufman was in the employ of the company at any time when you were talking

with Mr. Belknap? A. I would doubt that; I would doubt that.

Q. You were familiar, weren't you, with the manner in which lawyers were hired and the manner in which they worked for the company and how they were paid? A. I am now but during those early years very little; that's been a growing thing through the passage of the years, naturally, but at that time I was virtually an office boy, to put it frankly, for two or three years. I had to be.

Q. Tell me, as to the present situation of your attorneys, Mr. Halle listed, oh, I should say 10 or 15 attorneys that seemed from time to time to do work for you, and he also said that there were two large firms, the Cravath firm and what was the other one, the old Hughes firm? A. Yes, the old Hughes firm; it is now Dwight, Harris, Koegel & Caskey?

Q. I think something like that. How are they paid, on what basis? A. Well, Mr. Dwight has a peculiar position in the company because he is a director. As a director he performs a double function; he acts on the business end of course and as an incident to his acting on the business end he has to be kept generally informed on what's going on in the legal end. Certain types of work we really by-pass him; tax work, he is fully informed on, general corporate matters.

Q. Let me interrupt you here. Is he on a yearly retainer with you? A. No.

Q. He's paid by the case or situation he works on? A. No, he's paid in two ways. He sends in general bills which cover general services, and then like all lawyers, whenever there is a good big item that he's working on, putting a lot of time on, he prefers to bill that as a special matter because he makes more out of it than per diem bill. Cravath works exactly the same way.

Q. Have you at present any lawyers who are on a yearly retainer? A. Now do you mean on a pure retainer basis whether they work or not?

Q. Yes. A. Yes, there are, certainly at least one.

Q. Who is that? A. Billy Hall, William F. Hall, of Washington.

Q. What's his retainer? A. He gets $12,000 a year whether he works or not.

Q. Does he work pretty much for you? A. I don't think he spent a day in court last year—no, I can't say that.

Q. He's a patent attorney, isn't he? A. You used that expression yesterday. What do you mean by a patent attorney? You see, there are two types of attorney. One is the socalled patent scrivener who doesn't have to be a lawyer at all, and the other is a lawyer that tries patent cases.

Q. I will ask you the question, what kind of a lawyer is he?—A. Billy Hall? Well, I think Billy is both a great patent trial lawyer and a great general trial lawyer.

Q. Now is there anybody else who is on a retainer, on a yearly basis? A. I think Hatcher out in Kansas is on an annual retainer basis at the moment.

Q. What type of lawyer is he? A. He's a general lawyer.

Q. In addition to those two, are there any more? A. Well, all of the lawyers except four or five I would say are in a sense on a retainer in that they have a guaranteed per diem, in other words it's $75, $100, $150, $200 or $250; those are the range of prices of these men that I referred to, those fellows by and large have a more or less guarantee of at least ten days a month, some of them maybe fifteen, some of them maybe twenty. Those arrangements are—if you pin me down on one, it would be very hard.

Q. That's all right, that gives me the picture. A. To pick out an arrangement without going back to maybe '23 or '25, that's when those things really started and changed and evolved through the years.

Q. Those arrangements of course are reduced to writing in some way, aren't they? A. A number of them are not. Mr. Hall's present retainer is not in writing. I don't think there has been a contract with him since '28.

Q. You have an account which is set up on your books as reserve for legal fees?. A. That's right.

Q. That's called 42-H? A. I can't tell you the number.

Q. There is such an account? A. That probably is the number.

Q. Are you familiar with that account? A. I am, quite.

Q. How is it set up on your books? What does it look like, what would the page on which it is set up contain? A. May I give you the history of it and why it is there?

Q. Yes. A. The old Universal up to 1931 was controlled by a group of five or six men. It was a small closely knit, closely held corporation. All of the men except Armour the packer were in the active conduct of the business; they were in the company. The stock was sold in '31 for twenty-five million dollars to a group of oil companies, all the major oil companies in America, by and large. When those companies came in, the first thing that they always look at is money. They owned bonds in the company and they owned stocks, some of them. In June of 1931 shortly after I came to the company, our profit and loss figures went into the red. We were $42,000 in the red that month, and I remember very well it was all legal bills, bills for the quarter and the half, and they generally agreed they ate up all the profit for that month, and they were getting monthly statements in a company in which they had just begun to have an ownership, so that from that time on we began to establish a principle of equalizing all charges, that means taxes, patent expense general legal services, and patent litigation expenses. The result is that steadily since that time we have maintained five reserves, 1, taxes; 2, contingencies; 3, infringement expense; 4, new patent expense; and, 5, general legal expense.

Those reserves are used to equalize charges direct to profit and loss. The reserve of course comes out of profit and loss so that we try to keep our earnings history flat to prevent eight or nine major oil companies everytime there's a big dip in profits and loss writing in and wanting to know the reason why.

Q. Now with that background will you answer my question which was, what is set up on this account for reserve for legal fees? A. What is set up?

Q. Yes. A. Well, there's a charge out of profit and loss. In the infringement situation I believe——

Q. Wait a minute, I want the details; does it say, "Reserve for legal fees for the month of June $200,000", and that's all? A. No, it's a running account. I told you it had been regularly followed since June of '31. At times we have charged out as much as $20,000 a month out of profit and loss to go into that reserve, which is a revolving fund, let me put it that way. The reserve at times has been ten, the reserve I know because I have been over the figures today for November last year is five. We can anticipate a little bit the peaks and that's part of my job.

Q. Don't you budget these legal fees in advance for a year or a month or a quarter? A. We have never had a budget in the company for anything in history.

Q. Let's take the situation—— A. That again is the product of a closely held company.

Q. Let's take the situation of Mr. Hall. You know you are going to have to pay him $10,000 a year? A. Yes.

Q. And this other man out west who is also on a yearly retainer, you know you are going to have to pay him a certain amount of thousand dollars a year. A. That's right.

Q. Doesn't the fact that you are going to have to pay those fellows appear on your books somewheres as a contingent liability? A. No.

Q. Isn't it set up in estimating your reserve in any way, shape or manner? A. No.

Q. Why isn't it? A. Why should it be? Excuse me.

Q. I am asking you. A. I will tell you why. Because these things run like this, if you have two or three cases to be tried in a year, at the moment we haven't closed for '39, now at least one or probably two cases of ours will be tried during this coming year of '40. Those cases cost 300 to 350 thousand a piece to try. That means if we tried two this year, that assuming just the district court trials are completed and argued, the bills for those two cases ought to reach about 200 to 250 thousand a piece; that 400 to 500 thousand dollars. If you took all of that out of profit and loss at the rate at which we are presently operating, we wouldn't have any profit. In the accumulated legal reserve we have at the moment, I saw the figure this morning, about $300,000, it's $296,000, through November last year; there will be another five going in for December, and then comes the first of the year, after we close the books we'll guess about ninety days after the turn of the year, and we'll restate that reserve depending on how the picture looks.

Q. One item in the picture is you know you will have to pay $10,000 to Mr. Hall. A. That's right.

Q. Do you mean to say that's only carried in Mr. Halle's mind when he comes to make up this reserve, it isn't written down anywhere? A. No, it's not written down anywheres; it's in my mind.

Q. There isn't any correspondence with Mr. Hall fixing that thing? A. At that 12?

Q. Whatever the figure is. A. I don't know definitely that there isn't, but I will wager you that there isn't.

Q. Nor any correspondence with any of these attorneys who are paid on a per diem basis with a guaranteed ten days a month? A. Well, if there is any correspondence, with Mr. Thomas for example, he drew about $70,000 last year in the

12 months. I have never seen it and have never been able to find it. That may not be an answer to your question.

Q. Have you made a search in connection with your preparation for appearing here of all correspondence, all records of your company, showing the basis upon which your attorneys are paid? A. No, I have made no preparation for this thing at all, haven't looked at a record.

Q. You haven't, so what you are telling me about there not being any correspondence—— A. It's out of my head on the basis of nine years with the company.

Q. Where are those records kept, if they exist? A. Which records do you mean now?

Q. If there are any such records having to do with the arrangements with attorneys, where would they be kept, New York or Chicago? A. Probably half of them only exist in New York; the other half I would say also exist in New York and probably in accounting and in perhaps administration files in Chicago.

Q. I am going to ask you to do this: When you get back to the office, I want you to ask Mr. Halle on this end and you yourself on the other end, to make a complete search of your company files in order to gather together all records of any kind having to do with your manner of retention and payment of attorneys from 1931 to date, and then communicate with Mr. Gahagan and advise him what you found, and we will then consider what the pleasure of the grand jury is as to recalling you. A. May I have a copy of that?

Q. Yes.

By the Foreman:

Q. I understand you are the secretary of the Universal Company. A. That's correct.

Q. You have been secretary since '31? A. '32.

Q. At the time that the meetings are held of the board of directors do you prepare the agenda for the board of directors? A. I do.

Amici Exhibit 3

Q. Are the bills of these attorneys put on that agenda to be approved by the board of directors? A. I can make the unequivocal statement that I think no legal bill has ever been approved by the board of directors. There is only one man in the company that spends the company's money; that's Mr. Halle. There isn't anybody in the company that has anything to say about any legal expenditure and pretty near about any expenditure of any sort. I don't mean if you want to buy ink or paper for the Chicago office that we consult Mr. Halle, but any expenditure of any substance can't be made by any officer of the company without his approval. That's the way he's operated the company since the beginning and he's continued on that basis as really the representative of the new owners. He agreed in '31 to see the new company as we call it get started and he's still there.

Juror: How are the fees, these retainers, paid, yearly or monthly?

A. Mr. Thomas for example renders his bills monthly. First of all we have a lawyer in Chicago; we have a patent division in the company, let us say, and from there the applications for patents for example pass into another lawyer's hands. Now he bills monthly because his disbursements are enormous; his disbursements run four, six, eight thousand a month, fees and so on. From there he files the cases in Chicago; they are filed in Washington in the patent office and from that point Mr. Thomas for example picks them up and goes forward. Once the Patent Office makes an action, as it is called, Thomas takes that up. Thomas's bills are rendered monthly. That's their routine service. The higher up you go though in the scale of lawyers, particularly the trial men like Mr. Hall, Thomas Haight in Jersey City, Whitney in special matters, those men do not like to bill on a per diem; they love these special matters and they get paid on the basis of results, and as it happens their record

is 100%; we have never lost a case and their experience has been very good in doing it that way.

Juror: What I am referring to is the fact that you have a certain amount of such retainers, ten thousand or twelve thousand a year.

A. A man like Mr. Hall is bound to run ten, twelve, twenty thousand a year over, and assuming he keeps his health, and that is always applied, we send him a check each month for a $1,000, and then when his bills would come in, you get his bills and there will be a credit. His service charge for that month may run, I think the last one I saw was $4800 for the month of—I can't tell you whether it was September or October, but against that is a debit of $1,000, so he gets a check for $3800 net. That's on the routine things, but when there's a case tried, then he comes in, we'll sit down with Mr. Halle, and say, it's double duty, double time, and his trial time is $250 a day in court, but at the end of the case he still comes in although he's drawn that and tell Mr. Halle, "It's been a tough fight and all kinds of work; I want to go to Florida for a couple of months; I think I am entitled to a bonus of ten in the case", and he gets that ten or twenty, whatever it may be, despite the fact that he has already drawn a regular per diem. Does that answer you, sir?

Juror: Yes. I understand Mr. Kaufman was employed on a retainer fee of $10,000 a year, and at the time that the bill was paid he had then served three and a half years, so his minimum would have been $35,000.

A. That's right.

Q. And instead of getting like the rest of the employees more than his minimum, for some reason he was negotiated with and made a settlement for $25,000, which was less, and

also that he was not paid apparently like the rest of the lawyers by the month or by the year continuously. A. That's right; he never drew any money in the intervening period.

Q. Was there any reason for that, that he shouldn't be treated like the rest of the lawyers? A. I was not in there during that discussion that Mr. Halle had with him, when the $25,000 was paid. Frankly, I think there was some doubt in Mr. Halle's mind as to the value of his services in the amount of $35,000. I had some indications of that from my talks with Mr. Halle, because Mr. Halle I know—both from Mr. Halle and Kaufman too—talked Kaufman down on the fee,

(Stenographer relieved.)

by talking about other cases coming and other services to be rendered. There is a side light on that and that is this: we had not had two or three of the actual wheel horses, as we call them, in that case in the office to discuss our fees in the Root case, and if you set the precedent with Kaufman at thirty-five, we didn't know where we would come out with some of the others if Kaufman talked about what he drew in the Root case.

Juror: After you made the settlement with him of $25,000, wasn't he retained again for a period of time?

The Witness: He was for the year 1936, at which time we expected to try the Dougherty case, the Crew Levick case in Pennsylvania.

Juror: Was there anything in writing about that?

The Witness: About the retainer?

Juror: Yes.

The Witness: The only writing I know of is the writing on the back of the voucher which is here on this table. That was specifically charged to the Crew Levick case. I looked last night and Kaufman is on the bill of complaint I talked about yesterday.

Amici Exhibit 3

Q. That is in the Crew Levick case? A. Yes.

Juror: I understand you are the Secretary of this company?

The Witness: Yes.

Juror: As Secretary you prepare the minutes of all the directors' meetings?

The Witness: By and large when I am in New York.

Juror: A good many meetings are held in New York?

The Witness: All the meetings are held in New York. I have missed probably 4 or 5 meetings.

Juror: Now, at those meetings was there no resolution passed as to putting a credit to these legal funds, these reserves that you had?

The Witness: No, sir.

Juror: The Board of Directors never passed on that?

The Witness: No.

Juror: Do the by-laws allow the president to have full control of this?

The Witness: No, but it has always been tacitly admitted.

Juror: I understood one of the gentlemen to ask why if other lawyers who are under retainer were paid monthly, why was Mr. Kaufman not paid monthly?

The Witness: I can't explain the reason for that. I can tell you this: I presume Judge Morris in Delaware who was on the Root case—I assume Judge Morris had a per diem in the Root case by agreement with someone, presumably Mr. Belknap, and I can tell you Judge Morris was never paid until the case was over. I think he may have drawn five on account

or something like that but that is all he drew until the case was finished.

Juror: That still does not answer the question.

The Witness: I don't know about why this particular man was not paid.

Juror: You say Mr. Halle was not satisfied with the work Mr. Kaufman did. Just what did he expect that he didn't receive?

The Witness: I tried to lay my emphasis on the fact that thirty-five for Kaufman would be a bad precedent with the other three senior lawyers coming in expecting to be paid. They are pretty bad, all of them. They are, frankly speaking, prima donnas, and they are all very hungry when they win a great case, and that was a great case.

Juror: In reference to the other attorneys, did they all handle their payments in the same manner as Mr. Kaufman, call up and say, "I want my retainer" and come in and get it

The Witness: At least Thomas Haight had his handled the same way, he came in and had a private talk with Mr. Halle. I know that Mr. Halle called for the check to come to New York and I can't tell you now whether Mr. Halle wrote him a nice letter or whether he called him in and handed it to him. There is a continuing history of 15 or 20 years of having done it that way.

Juror: Did you get a receipt in each instance as in this case?

The Witness: That is also a Halle foible. I probably have got fewer receipts than his secretary has. He collects antiques and if someone comes in with a piece of old brocade and he gives $170 for it or something like that, if Mr. Healy is not there, he will call me in and say, "Take care of this and give a receipt."

Juror: Did you ever get a report as to what each one did in this particular litigation? Did you get any information from the other attorneys as to what Mr. Kaufman did in the progress of the case, how much time he spent in court and on the preparation of the case?

The Witness: No, you would never get that from any of them. Belknap organized Universal Oil as a corporation in 1913. He was a partner. Mr. Hall started with Universal in 1918, Mr. Thomas about 1920. Those men have been in the family so long that they are not really on the basis of outside counsel, but they are in the family. This thing was a small closely knit unit of 5 or 6 men. They were fighting all the major oil companies in America over a period from 1915 to 1931. They spent $6,000,000 before they ever took in five cents in revenue. It was a very peculiar venture. It is different from anything I have ever seen.

Juror: You said a while ago Mr. Hall you didn't think—apparently had reason to feel Mr. Kaufman was not worth $35,000 to the Company. If I was sitting in Mr. Halle's place at that time, I would have had some other information probably besides my simple hunch that Kaufman's services were not worth thirty-five.

The Witness: I would say that I am sure he figured if Kaufman was going to get this figure, Hall is going to get a hundred and Haight is going to be worth two hundred. That is what went through his mind as far as I can guess. I think during the period of the Root case we had 12 or 13 lawyers that were in that case at one point or another, either for a little work or a lot of work.

Juror: If you have a group of attorneys, you must know something about what each one does.

Amici Exhibit 3

The Witness: There is a fairly close check on what they do because their figures at the end of the year are accumulated and Mr. Halle gets a report, he knows what every lawyer draws and also what they did. He does have conferences periodically with the lawyers. During those meetings, some of which he sits in at and some of which he does not, or he walks in and walks out,—he does have a pretty close knowledge of what the various men are doing. By the same token, at the moment there is a case that is about to be tried in Illinois and Mr. Halle I know and I haven't the faintest notion as to who is doing what in preparing that case.

Juror: Was Kaufman the first attorney to be paid other than retainer fees on account of this case?

The Witness: Mr. Hall of course has drawn his money on his per diem right through; Col. Kinsgland had drawn his per diem, and Thomas had drawn his per diem.

Juror: Who would know what work Mr. Kaufman had done in this particular case, any one person who was familiar with all the work he had done?

The Witness: I would say I don't think any one person would know.

Juror: Wouldn't the other lawyers?

The Witness: Not any one. Those cases break up into three types of preparation, a general law preparation, a priori preparation, and a patent validity and infringement preparation, and usually those three things go parallel, they don't go down together. They ultimately come together but the actual preparation and all of the digging—all of that is done more or less individually. The men break up between themselves what it is going to be and who is going to do what. I think there were five lawyers working at

one on the patent infringement validity end, two working on the priori, and one on the general legal end in the case against Globe-Winkler Koch in Illinois at the moment. Then those cases contain other phases which sometimes require additional lawyers and they are handled usually by other men. We have in the Globe case the question of whether or not the Root judgment was a prior adjudication binding on the Globe defendant. That was handled by a lawyer that came to the company about three years ago, but there wasn't any lawyer that knew anything about that. He made the record and until the record was made, they didn't know what evidence he was going to put in.

Foreman: What guide would the officers used in setting up their reserves if they didn't know what was going on?

The Witness: The number of lawyers in the case.

Foreman: You said you set up your reserves in peaks. Someone must know how many cases are going on in order to change the reserve from thirty-five to whatever the figure is going to be.

The Witness: The only information you need is that the Globe case is tried in 1940. That reserve should be $20,000 a month because that case will cost $250,000 to try.

Foreman: We are talking about the one case in reference to the services rendered by Mr. Kaufman and the attorneys at that time. Somebody must know whether the reserve is going to be $5,000 or $50,000.

The Witness: We have tried and completed a case in 1928 against the Skelly Oil Co. We know that case through the District Court, the Court of Appeals and the Supreme Court cost $282,000. That is the yardstick. That case has almost finished the accounting.

Amici Exhibit 3

The accounting has been going on 9 years. We have spent $300,000 on the accounting. That is the yardstick, the only actual yardstick we had until the Root case comes along. Now we have the Root case yardstick and it hit the Jenkins case almost on the nose as far as figures go. It was $240,000 something.

Foreman: Somebody determines whether the reserve will be $5,000 or $50,000. It is not alone based on experience because your experience indicates as your case proceeds from court to court, there are so many lawyers in addition to those you have on a per diem basis and so on, someone must know who they are to set up the reserve. Who knows when to change the reserve?

The Witness: Mr. Halle is the one by and large that would do it. If he didn't, I would remind him and if I didn't remind him, the Treasurer probably would. There is a man named Leonard, it is within his province to bring that type of thing up too.

By Mr. Gahagan:

Q. There are a few questions I would like to ask. The impression you have given me as I have been listening to the questions of the Grand Jurors is that there was something Mr. Halle said or something he wrote as the reason why this large sum of $35,000 was not granted to Mr. Kaufman, is that right? A. That's right.

Q. Because that would be a bad precedent in the Root case? A. A bad precedent for the other lawyers.

Q. In the Root case? A. Yes.

Q. Then this other statement about pending matters and the whole story about a retainer or the purported retainer for three years has nothing to do with the actual facts, yes or no? A. No.

Amici Exhibit 3

Q. I would like to argue this point. We went over the receipts the other day and the question was raised whether or not the $25,000 payment was for the Root case alone and the answer was, and the impression Mr. Halle gave me was, it was for other matters as well. I would like to know whether that is the impression of the Grand Jury.

Jurors: Yes.

Q. If you are talking about a yardstick, then the yardstick can only be important as long as you lend it to the Root case. A. Mr. Halle told you what was in his mind. I merely tried to tell you what my guess was. If he has told you, he has told you. What my impression is is purely an impression.

Q. Based upon your association with Mr. Halle? A. That's right.

Q. And probably on conversations with Mr. Halle? A. It is only natural with me trying to understudy him that I would try as often as possible to follow his judgment and second guess him.

Q. You understand the importance of whether or not this $25,000 payment is limited to the Root case or whether it is concerned with other matters. A. I can tell you there was one other case Kaufman was in that was getting dangerously close to a settlement and it was going to involve a million dollars in cash, and that was the Mid-Continent case, and that is one of the things I know Mr. Halle had in mind when he took a receipt from Morgan Kaufman.

Q. Where was that pending? A. In the District of Delaware. It had been there since 1927. We just have not been able to reach it.

Q. Is Mr. Morgan Kaufman in that case? A. Of record?

Q. Start of record. A. Of record, no.

Q. Did he do any other work in that case? A. My understanding is he has; I don't know.

Amici Exhibit 3

Q. You don't know what type of work he did? A. The case never got very far. It didn't get much beyond the beginning of the preparation of the infringement and the interrogatories and inspection stage.

Q. Have you talked with your attorney since you were here yesterday? A. My father, if you want to call it that.

Q. Who is your dad? A. Frederick A. Behrens.

Q. Of what firm. A. He is an individual practitioner at 50 Broadway.

Q. We are talking about Mr. Dwight and Mr. Whitney. A. I have not talked to Dwight. I talked to Mr. Halle.

Q. Has Mr. Halle talked to Whitney or Dwight to your knowledge? A. No.

Q. You say it might be that this $25,000 was concerned with other matters. I believe you said yesterday it was important for your business tax wise that the particular fee, legal fee, be allocated to the proper case. A. That's right.

Q. To what case was this fee of $25,000 allocated? A. I am sure the whole amount went into the Winkler-Koch Root.

Q. So the other pending matters, even though it might appear on here, were not charged for any particular services of Kaufman? A. Naturally. If you allocate part of it to Mid-Continent—if that particular year was a good year income wise, why not lose the whole thing in that particular year, which was good, instead of transferring five or allocating five or ten to the Mid-Continent case.

Q. Was Mr. Halle familiar with the Mid-Continent case? A. I am sure he was.

Q. Did he ever know anything about the Mid-Continent case? A. He has been working on it since 1922.

Q. Did he know the attorneys associated in the Mid-Continent case? A. No, not necessarily.

Amici Exhibit 3

Q. Would you have a better knowledge of who the attorneys were in the case than Mr. Halle? A. Not the Mid-Continent. That was before my time.

Q. Mr. Halle would have a better knowledge as to whether or not Mr. Kaufman was concerned with the Mid-Continent case than you would? A. Certainly.

Q. If it were a fact that yesterday Mr. Halle never mentioned the Mid-Continent case and he was asked numerous times what work Mr. Kaufman had done, would you believe that Mr. Kaufman had nothing to do with the Mid-Continent case? A. Not knowing Mr. Halle as I do: He has been pretty sick. He is not right yet and his memory is not getting any better.

Q. You don't have any independent knowledge of whether or not Kaufman was on the Mid-Continent case? A. No.

Q. Why did you bring up the Mid-Continent case? This is the first time the Grand Jury has heard of it. A. Because the Mid-Continent case was right in back of the Root case in Delaware. As soon as the Root case was finally determined, we intended to move the Mid-Continent case for trial and we did; we seriously considered——

Q. Before the Third Circuit? A. Yes. We seriously considered even applying for an injunction in the case based on Judge Neals' opinion. That case was being worked on while the Root case was going up awaiting final judgment and almost immediately after the Root case was out of the way, we moved the Mid-Continent case for trial and it was settled. It was the best infringement case we ever had and it was settled. We got a million dollars in cash and a license for three years. I have a memory from somewhere that there was a thought in connection with Kaufman that when the Mid-Continent case was settled, if it was settled, that he might there come in and try to get another fee when he acquired his knowledge of the recovery.

Amici Exhibit 3

Q. Now, Mr. Kaufman is not a Delaware attorney? A. No.

Q. The case never reached the Third Circuit Court of Appeals in Philadelphia? A. No, it was never tried.

Q. When was it finally settled? A. January 1937 or December 1936, either January of 1537 or December of 1936.

Q. Pursuant to one of the questions of either Mr. Willauer or one of the Grand Jurors, you stated certain of the attorneys were paid their annual retainer monthly? A. Yes.

Q. Who gives directions to whom any such retainer should be paid? A. Mr. Halle usually.

Q. Is it done by a memorandum with a list of attorneys on it? A. Very rarely. With Mr. Halle in New York as the senior executive officer—it is not logical for him to be there, he should be in Chicago, but he is here as a matter of his own personal prerogative. The result is we talk over the telephone I suppose 6 or 7 times a day between New York and Chicago. Operations are all in Chicago. To correlate executive and administrative with operations, we spend an hour or two a day on the telephone, so that a very large part of what is done is not done by written memorandum; it is done by telephone. I have a slip here Mr. Halle gave me about two hours ago. It says, "Transfer five hundred thousand from Continental, Chicago, to the Guaranty Trust Co., New York Transfer two fifty from the First National City to Guaranty Trust Co., New York July 9, 1940. H. J. H." I will give that to our comptroller and he will make the transfer to the banks.

Q. Who are the directors at the present time of the company? A. Mr. Vander Woude, he is the President of Shell Union Oil Co.

Q. How many directors have you? A. At the moment we have six. H. Wilkinson, the president of Adriatic Petroleum; Daniel Pyzel, vice-president of Shell Union Oil; Mr. Halle; Mr. Richard Dwight, and a man named Berry. I

can't tell his first name. He has only just been elected. He is only a dummy anyway.

Q. How many of those were directors at the time of the Root case? A. All except Berry.

Foreman: You are excused subject to call by the U. S. Attorney's office.

(Witness excused.)

Chicago, Illinois OCT 18 1935

ACCOUNTING DEPARTMENT: check #4317

Please issue voucher in favor of

Morgan & Kaufman $ 25000

Twenty five thousand & 40/100 Dollars

On account of Legal services todate in connection with the Rock Island case and pendency matters per authority of Mr J Mitchell

CHARGE TO 42-H Reserve for Legal Bills -

Approved

Total Advance

Approved

Amici Exhibit 4

2525

10/12/36 Legal services to date in connection with the Root Case and pending matters per authority of Mr. Mitchell $ 25,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 5

Amici Exhibit 6

VOUCHER NUMBER	10095	CHECK NO.	4317
DATE ISSUED	Oct. 18, 1935	DATE PAID	10/18/35

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Morgan S. Kaufman

Check given to Mr. Mitchell

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 25,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42-H Reserve		25,000.00

Amici Exhibit 7

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO OCTOBER 18, 1933

No. 4317

PAY TO THE ORDER OF MORGAN S. KAUFMAN $25,000.00

TWENTY FIVE THOUSAND AND NO/100 DOLLARS

UNIVERSAL OIL PRODUCTS CO.
GENERAL ACCOUNT

To Guaranty Trust Company of New York
NEW YORK, N. Y.

1-33

COUNTERSIGNED BY

RECEIVED PAYMENT

Amici Exhibit 8

Receipt of Universal Air Products
for the sum of £2.2.000 in full
payment for Cheque No. 1 - 3/-

Amici Exhibit 9

1 of 9

INTER OFFICE CORRESPONDENCE

UNIVERSAL OIL PRODUCTS CO.

NO.

DATE Mar. 17, 1936

TO Mr. M. M. Behrens AT New York City

FROM B. G. Lemke AT Chicago

U O P CO
RECD MAR 19 1936

H. J. H.
W. M. B.
L. M. H.
R. E. N.
J. R. F.

SUBJECT UOP vs. Cross Levels

While Mr. Mitchell was in New York last week, he telephoned me and among other things he mentioned the fact that Mr. Halle had approved the payment of $10,000.00 to Mr. Morgan S. Kaufman. He further stated that you would write me a memorandum and asked that we do not draw the check until we heard from you.

Will you please let us have this information.

BGL:JB
cc JJM

3/18/36 L M H
Lemke mentioned this telephone

Morgan J. Kaufman | $10,000

Mr. Healy telephoned me and said Mr Halle ordered this check for $10,000 to be mailed to Mr Kaufman 9 East 46th St Newyork tonight PBL.

Amici Exhibit 10

Chicago, Illinois 3/18/36

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of

Morgan Shaughnessy - 9 E. 46th St. N.Y. $10,000.00

Ten thousand & 00/100 Dollars

On account of retainer 1936 for services rendered and to be rendered in connection with our pending litigation per phone conversation between K. & Neally & B. & Lemke 3/10/36

CHARGE TO 432 Reserve for Legal Bills

Total Advance _____

Approved _____

Approved _____

Amici Exhibit 11

Chicago, Illinois 3/18/36

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of

Morgan Shaughnessy - 9 East 46th Stny. $10,000 00

Ten thousand & 00/100 Dollars

On account of retainer 1936 for services rendered and to be rendered in connection with our pending litigation per phone conversation between F.J. Healy & B.G. Lemke 3/19/36

CHARGE TO W.R.H. Reserve for Legal Bills

work to cover period of and

Approved

Total Advance

Approved

Amici Exhibit 11-A

3/18/36 Retainer 1936 for services rendered and to be rendered in connection with our pending Litigation per phone conversation between L.H. Healy & C.S. Lemoke 3/18/36 10,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 12

Amici Exhibit 13

VOUCHER NUMBER	3120	CHECK NO.	44475
DATE ISSUED	3/18/36	DATE PAID	3/18/36

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Morgan S. Kaufman.

9 E. 40th St., New York

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$10,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
98 - H - Reserves for Legal Bills		10,000.00
U.O.P.Co. vs Crew Levick Eq. suit filed 2/28/36.		

13

3/18/36 Retainer 1936 for services rendered and to be rendered in connection with our pending Litigation per phone conversation between L.M. Healy & .G. Lenske 3/18/36 — 10,000.00

Amici Exhibit 18-A

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 13-A.

VOUCHER NUMBER	CHECK NO
DATE ISSUED	DATE PAID
3/18/36	

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Morgan S. Kaufman,

9 E. 46th St., New York

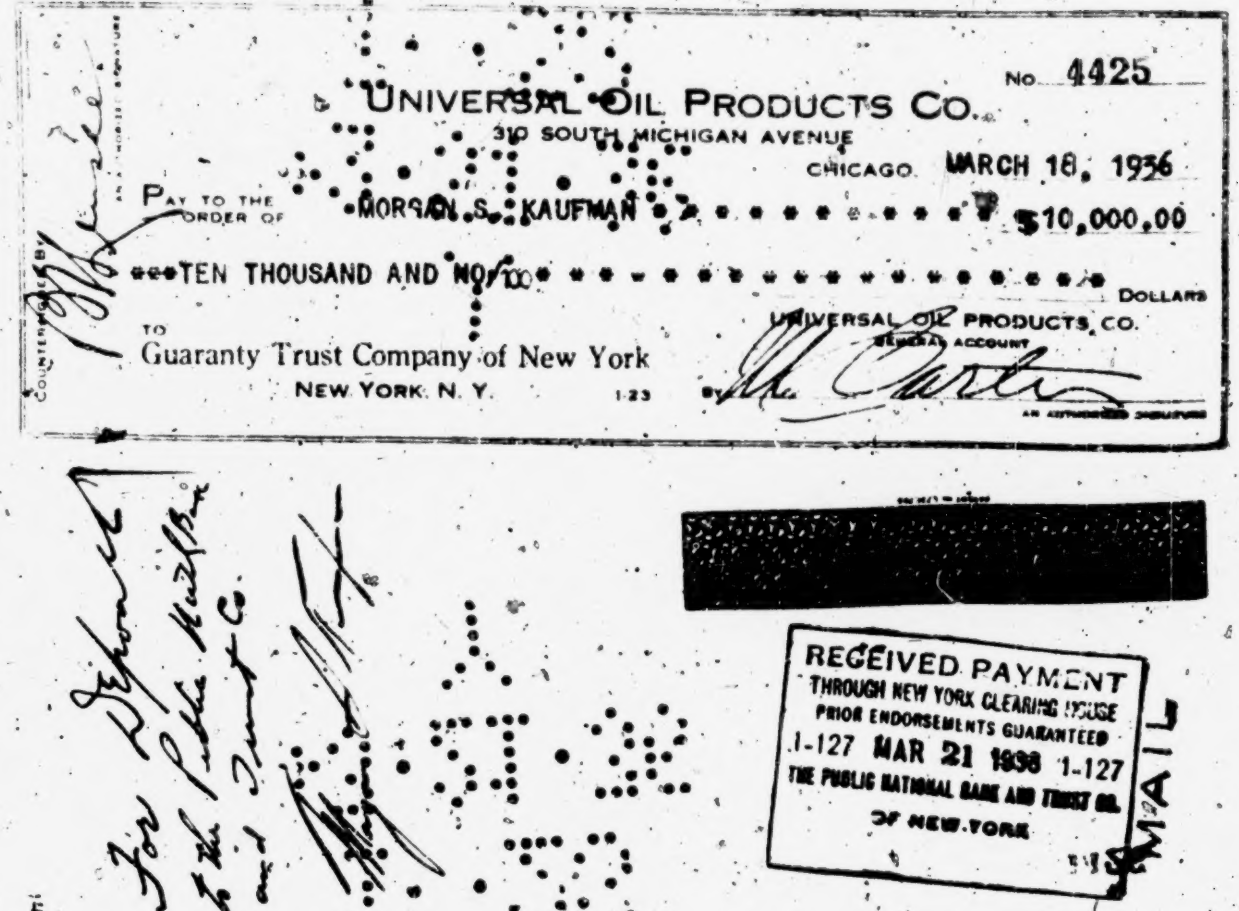
AMOUNT	DISCOUNT	NET AMOUNT
$	$	$10,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 - H - Reserver for Legal Bills U.O.P.Co. vs Crew Levick Eq. suit filed 2/20/36.		10,000.00

Luke Millispaw
Judge Thierberg
Heller Jay Culbain, Burgs
Leonia Ed Long Mfg Hendricks
County, Bergen County - owned
Eureka Brewing Jersey

Ed Schaefer
Risel
Wunft
Hentschel



No 4425

UNIVERSAL OIL PRODUCTS CO.

310 SOUTH MICHIGAN AVENUE

CHICAGO MARCH 18, 1936

PAY TO THE ORDER OF MORGAN S. KAUFMAN $10,000.00

TEN THOUSAND AND NO/100 DOLLARS

TO Guaranty Trust Company of New York

NEW YORK, N. Y. 1-23

UNIVERSAL OIL PRODUCTS CO.

GENERAL ACCOUNT

COUNTERSIGNED BY

For Deposit
to the Public Nat'l Bank
and Trust Co.

[redacted]

RECEIVED PAYMENT
THROUGH NEW YORK CLEARING HOUSE
PRIOR ENDORSEMENTS GUARANTEED
1-127 MAR 21 1936 1-127
THE PUBLIC NATIONAL BANK AND TRUST CO.
OF NEW YORK

MAIL

Amici Exhibit 14

2538

Amici Exhibit 15

COPY

March 18, 1936

Mr. Morgan S. Kaufman,
9 East 46th Street,
New York City, N.Y.

Dear Sir:

Herewith enclosed you will find our check No. 4425 for $10,000.00 retainer 1936, for services rendered and to be rendered in connection with our pending litigation.

Very truly yours,

UNIVERSAL OIL PRODUCTS CO.

Comptroller

BCL:JB
Encls.

15

Amici Exhibit 16

INTER OFFICE CORRESPONDENCE

UNIVERSAL OIL PRODUCTS CO.

NO. DATE July 23, 1936.

TO B. G. Lenske AT Chicago

FROM W. M. Behrens AT New York

SUBJECT

Indefinite

Draw check and hand to me for letter today

WMB

Will you kindly send a check for $5,000 directly to Morgan S. Kaufman at his office, 565 Fifth Avenue, New York City, the check to be charged against his general legal services rendered and to be rendered. Copy of the covering letter should be sent to us for our files.

WMB:AR

B

RECEIVED
JUL 27 1936
ACCOUNTING DEPARTMENT

Chicago, | Illinois July 27 1936

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of

Morgan Stanfman 5000 00/100

565 Fifth Avenue New York N.Y.

Five Thousand & no/100 Dollars

On account of To be applied against services rendered in connection with General legal services per W.H. Behrens memo to B. Fenske dated July 23 1936

CHARGE TO 42 E Reserve for Legal bills

Approved

Total Advance

Approved

Amici Exhibit 17

7/27/36 To be applied against services rendered in connection with General Legal Services per W.W. Behrens memo to B.C. Lemke dated July 28, 1936 5,000.00

Amici Exhibit 18

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

2030

Amici Exhibit 19

VOUCHER NUMBER 7203 | CHECK NO. 4495

DATE ISSUED 7/27/36 | DATE PAID 7/27/36

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

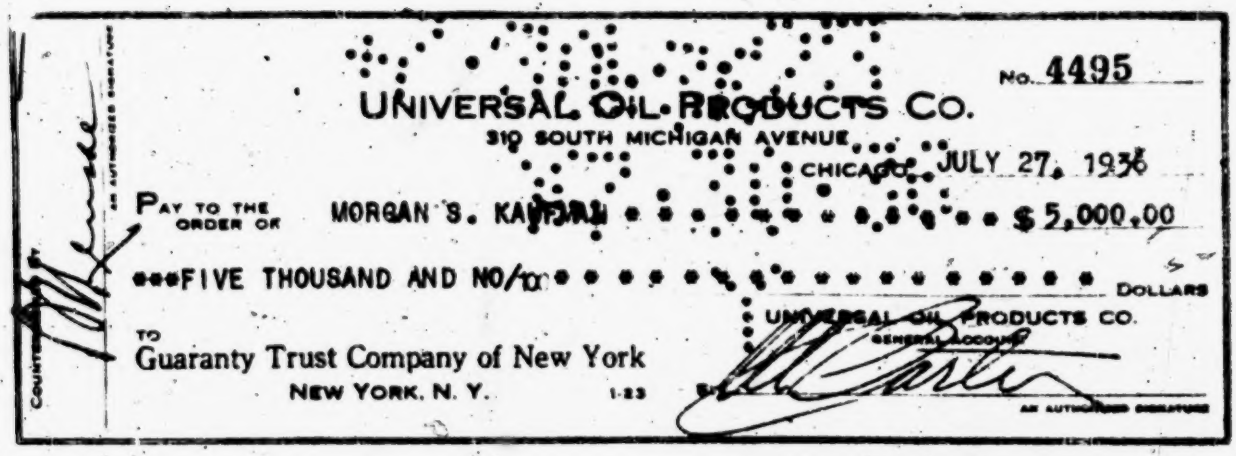
TO Morgan S. Kaufman,

565 Fifth Ave., New York, N.Y.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 5,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 - P - Reserve for Legal Bills	5,000 00	
		019



No. 4495

UNIVERSAL OIL PRODUCTS CO.

310 SOUTH MICHIGAN AVENUE

CHICAGO, JULY 27, 1936

PAY TO THE ORDER OF MORGAN S. KAUFMAN $5,000.00

FIVE THOUSAND AND NO/100 DOLLARS

UNIVERSAL OIL PRODUCTS CO.

GENERAL ACCOUNT

TO Guaranty Trust Company of New York

NEW YORK, N. Y. 1-23

COUNTERSIGNED

AN AUTHORIZED SIGNATURE

AN AUTHORIZED SIGNATURE

[redacted]

RECEIVED PAYME

1-127 JUL 30 1936

OF NEW YORK

POST CREDIT TO THE ACCOUNT OF MORGAN S. KAUFMAN

Amici Exhibit 20

INTER OFFICE CORRESPONDENCE

UNIVERSAL OIL PRODUCTS CO.

NO. Do not destroy

DATE July 27, 1936

U O P CO.
RECD JUL 29 1936

TO Mr. W. M. Behrens AT New York Office

FROM B. G. Lenske AT Chicago "

SUBJECT U O P v Crew Levinson

L.M.H. ✓
R.E.N. ✓
J.H.F.L. ✓

This will acknowledge receipt of your memorandum of July 23rd requesting us to send a check for $5,000.00 directly to Morgan S. Kaufman, 565 Fifth Avenue, New York City.

In compliance with your request we are today forwarding check to Mr. Kaufman as per copy of covering letter enclosed herewith.

Very truly yours,

BGL:LG

Amici Exhibit 21

Amici Exhibit 22

COPY

July 27, 1936

Mr. Morgan S. Kaufman
565 Fifth Avenue,
New York City, N.Y.

Dear Sir:

We enclose herewith our check #4495 drawn on the Guaranty Trust Company of New York in your favor for $5,000.00, which is to be applied against general Legal Services rendered and to be rendered, and which check is being sent to you at the request of our New York Office.

It will be appreciated if you will please acknowledge receipt of this remittance to our New York Office and send a copy to us here for our files.

Very truly yours,

UNIVERSAL OIL PRODUCTS COMPANY

Comptroller

BGI:LG

22

Amici Exhibit 23

DAVID E. KAUFMAN
COUNSELOR AT LAW

MORGAN S. KAUFMAN

1421 CHESTNUT STREET, PHILADELPHIA
KITTENHOUSE 0800

July 29, 1936.

U. O. P. CO - N.Y
REC'D JUL 31 1936
H J H
W M R
L M H.
S. R. W.
J H F L

Universal Oil Products Company,
30 Rockefeller Plaza,
New York City.

Gentlemen:

I beg to acknowledge your check drawn on the Guaranty Trust Company of New York, in the sum of $5,000 to be applied on legal services.

Very truly yours,

Morgan S. Kaufman

MSK:GCW

23

Amici Exhibit 24

RECEIVED
DEC 2 - 1936
ACCOUNTING DEPARTMENT

Healy

Check $10,000 to
Morgan S. Kaufman

in full for Sept 1936
& Oct. for 1937 —

Chicago, Illinois | Dec 2, 1936.

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of

Morgan E. Kaufman ——— $10,000.00

Ten Thousand and no/100 ——— Dollars

On account of ~~in full for~~ services for the year 1936 and for retainer for 1937 as per telephone conversation Healy-Newyork Regional Office

CHARGE TO 42-7 Reserve for Legal Fees.

Approved

~~Total Advance~~ Approved

Mail with letter to Healy at Newyork Office

Amici Exhibit 25

12/2/36 In Full for services for the year 1936 and for retainer for 1937

as per telephone conversation Healy-New York at request of H.J.H. 10,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 26

Amici Exhibit 27

VOUCHER NUMBER	12005	CHECK NO.	4597
DATE ISSUED	12/2/36	DATE PAID	12/31

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Morgan S. Kaufman,

Mail with letter of Healy N.Y. Office

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 10,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 - F - Reserve for Legal bills		10,000.00

27

Amici Exhibit 28

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, DECEMBER 2, 1936

No. 4597

PAY TO THE ORDER OF MORGAN STANLEY & CO. $10,000.00

**TEN THOUSAND AND NO/100 DOLLARS

TO Guaranty Trust Company of New York
NEW YORK, N. Y.

UNIVERSAL OIL PRODUCTS CO.
GENERAL ACCOUNT

AN AUTHORIZED SIGNATURE

COUNTERSIGNED BY

[redacted]

103 RECEIVING PAYMENT
THROUGH NEW YORK CLEARING HOUSE
PAYABLE THROUGH GUARANTEED

PAY TO THE ORDER OF
ANY BANK BANKERS OR TRUST CO
GUARANTEE
BANKERS TRUST COMPANY
NEW YORK

28

Dec. 2, 1936

Mr. L. M. Healy — New York City

B. C. Lenske — Chicago

We enclose herewith the letter addressed to Mr. Morgan S. Kaufman to which is attached the check for $10,000. in full payment of his services for 1936 and for retainer for 1937, as per your telephone request.

You will also find enclosed the pencil memorandum requested by Mr. Hulle.

Will you please acknowledge safe receipt.

BCL:JB
Encls.
cc JJM

Amici Exhibit 29

2553

Amici Exhibit 20

COPY

December 2, 1936

Mr. Morgan S. Kaufman
9 East 46th Street,
New York City, N. Y.

Dear Sir:

We enclose herewith our check No. 4597 for $10,000. in full payment for services rendered during the year 1936 and for retainer for 193

Very truly yours,

UNIVERSAL OIL PRODUCTS CO.

Comptroller

BGI:JB
Encls.

30

Form C-34

INTER OFFICE CORRESPONDENCE

UNIVERSAL OIL PRODUCTS CO.

NO.

DATE December 4, 1936

TO Mr. B. G. Lenske AT Chicago

FROM L. M. Healy AT New York

SUBJECT

We received and mailed to Mr. Kaufman your check and letter accompanying your memorandum of December 2 as well as the penciled notations. Thank you.

LMH:S

L. M. Healy

Amici Exhibit 31

Amici Exhibit 32

UNITED STATES

vs.

JOHN DOE

New York, N. Y.

Feb. 8, 1940

Before: A Quorum of the Grand Jury.

Presented by: MATHIAS F. CORREA, Esq., WALTER H. GAHAGAN, Jr., Esq., and WHITING WILLAUER, Esq.

HIRAM J. HALLE, called as a witness, having first been duly sworn, testified as follows:

By Mr. Correa:

Q. It is the invariable practice of the Grand Jury to warn every witness appearing before it of his Constitutional rights and particularly of his right to refuse to answer any question the answer to which may tend to incriminate him. Do you understand your rights in that regard? A. I think so.

Q. And do you understand further that anything you say here may be used against you? A. Yes.

Q. What is your occupation? A. I am president of the Universal Oil Products Co.

Q. How long have you been president of that company? A. Since its beginning, about 25 years ago, 1914 or 1915.

Q. You have been president at all times during that period? A. I think it was a year or two before I was officially made president but I started the company and have been directing it ever since.

Amici Exhibit 32

Q. Where is the principal office of that company located. A. Chicago, Ill.

Q. Is that your place of business? A. No, my office is in New York.

Q. Where do you reside? A. 993 Fifth Avenue.

Q. New York City? A. New York City.

Q. What is the business of the Universal Oil Products Co.? A. The business is research and development connected with processes for the refining industry: no manufacturing, no contracting, no interest in any of those things, but purely research and development and then the licensing of the processes which are patented.

Q. That is, the Universal Oil Products Co. owns certain patented patents or processes? A. About—I think close to 1,000 patents.

Q. And part of the business is to license users of those patents? A. That is the ultimate and the entire purpose, to license the processes.

Q. Do you in turn license or receive licenses from the owners of other patents relating to the same line of work? A. We have done that where there has been a conflict and where the licensee wanted broader protection than we could give on account of the conflicts.

Q. Do you know of a company known as the Root Refining Co.? A. I do.

Q. Where are they located? A. Shreveport, La.

Q. What is their business? A. Refining of petroleum, marketing, I think some production and transportation.

Q. Have you been engaged in litigation at any time with that company? A. Yes.

Q. Will you tell us what litigation you have had with them? A. Originally they became a licensee and erected a cracking unit for the operation of the process. That was in the twenties, late twenties.

Q. To what process do you refer? A. The Dubbs cracking process which was developed and owned by Universal

Oil Products Co. They subsequently erected a second unit and operated and paid royalties. Then on their own they erected what we call a pirating unit and stopped paying royalties to us on our processes and then we started suit against them for infringement.

Q. When did you start suit against them for infringement? A. We started the suit—it may have been in 1929 or 1930, about that time.

Q. That was a suit for infringement of the Dubbs cracking process? A. Yes.

Q. Did you have other licensees under that process? A. Yes, throughout the world. There is not an oil processing company in the world I think that is not using the process and I think in each country licensing it from us.

Q. Was the licensing of oil companies and refining companies under that process a substantial portion of the business of your company? A. It was all the revenue of the company, from the royalties we collected, from the licensing of the processes.

Q. That is, of this one process? A. This one process with its variations and developments.

Q. This was the most important process which you had? A. This was the body of it.

Q. Of course if the—I don't ask you this as an expert but just to advise us from your general knowledge of the matter—if the Root company had been or were successful in this litigation, that would work substantial damage to your business? A. It would probably have destroyed our entire licensing system, had they been able to succeed in proving that the patent was not valid or that the scope of the patent was not what we claimed it was or that with this new unit they installed that they were not infringing the process.

Q. I am not going to ask you for an accurate figure, for an exact figure, but can you give us an approximation of the amount involved in the litigation by reason of the damage

Amici Exhibit 32

which would be done to your business were you unsuccessful? A. As to the damage done to the entire business, I would have to think of the amount of royalties we were earning from them individually. It ran, I should say, upwards of $50,000 a year for the two units they had licensed.

Q. That is, from the Root company? A. From the Root company alone, and from all the companies we had licensed it ran into millions of dollars a year. The royalties throughout the years ran into great sums.

Q. I think you may have told us before, but if you have, I will ask you again. You commenced this litigation in 1929? A. I think 1929, about that time. Might have been in 1928 or 1929.

Q. Where did you commence the litigation? A. They were a Delaware corporation, so we sued them in Delaware.

Q. Was there another process involved in this litigation called the Ugloff process? A. Yes, that was a variation and a development and to some extent might be called an improvement on the process we had been operating, Ugloff being one of our employees.

Q. That was also involved in the litigation? A. We sued on that patent.

Q. You commenced suit in Delaware. Who were your attorneys at the time you commenced suit in Delaware? A. Our leading attorney who had been with the company from the start was Frank L. Belknap of Chicago, a patent attorney. Then there was—at the time the suit was started there was Mr. Reichmann of Chicago. He was general attorney but was active at the time we started the suit but not in the conduct of the suit. Then there were Mr. Wm. F. Hall of Washington, patent attorney of the firm of Spear, Donaldson & Hall. He had to do even with the issuing of the Dubbs patent. Then there was Mr. Chas. M. Thomas of Washington of the firm of Bacon & Thomas; then there was Judge Haight, Thomas L. Haight of Newark; and Mr. W. D.

Amici Exhibit 32

Whitney of Cravath, deGersdorf, Swaine & Wood, who is our general counsel, and Mr. Richard E. Dwight, which firm at the time was Hughes, Sherman & Dwight, a partner of Justice Hughes; then there was Mr. Lee Gary of Chicago, patent attorney, who had been associated with Mr. Belknap; then there was Mr.—Col. Kingsland of St. Louis, a patent attorney; and Judge Morris, who had been on the Federal bench in Wilmington, and he was an active attorney in this suit.

Q. You understand that I am referring to the attorneys at the time the litigation commenced? A. Yes. These were all in the matter. Mr. Reichmann had been general counsel and I don't think he was active in the trial. There were others that wanted to become activ and we didn't take them on. And then Mr. Morgan Kaufman, who had been retained by Mr. Belknap——

Q. You say Mr. Morgan Kaufman was retained by Mr. Belknap? A. Yes.

Q. What was the last name before that?

Stenographer: Judge Morris.

Q. All these attorneys were in the litigation at its beginning? A. Yes.

Q. And who were your general counsel at this time? A. Mr. W. D. Whitney is our general counsel. At this time you mean or that time?

Q. I am sorry if my question was ambiguous. I mean at the time this litigation commenced. A. At that time general counsel, Mr. Reichmann and Mr. Belknap. He was general also to the extent of any legal matters of the company, he having an interest in the company itself, as did Mr. Reichmann.

Q. Did you have any other general counsel, that is, counsel who were not retained especially in connection with this litigation? A. We had little, if any, litigation that I recall

other than patent litigation. We did call on others—no, excuse me, it was all in connection with patent litigation as far as I recall.

Q. All these other gentlemen whose names you have mentioned were retained by you for the purpose of this particular lawsuit? A. They were either active with us in the litigation we had including this or some of them were retained in connection with this litigation, but we had much litigation on, as we have today and always have had throughout the years.

Q. Which of the gentlemen you have mentioned were retained in connection with this particular litigation? A. Judge Morris.

Q. He is a Delaware lawyer? A. A Delaware ex-Judge, Federal Judge.

Q. He was retained as local counsel? A. Yes, and Mr. Kaufman. I think those are the only two that had not previously acted for us on litigation.

Q. Is Mr. Belknap still an owner of this company or part owner of the company? A. He died in 1933, but he was until his death.

Q. Did all of the lawyers whose names you have mentioned actually participate in this litigation; that is, did they work on this particular lawsuit? A. So far as I know, yes. I didn't actively take part in the litigation except as a witness.

Q. But it was a matter of great interest to you as president of the company? A. It was of vital importance.

Q. Are you able to give us any idea of the work done by each of these various law firms—lawyers? Was there any division of the work in the various phases of the case? A. I don't know. I didn't allocate the work to be done.

Q. Will you tell me who did? A. Mr. Belknap, he generally directed all the work in connection with the patent litigation throughout his life.

Amici Exhibit 32

Q. He was in charge of this particular matter? A. Yes, he was in charge of the procuring of the patents, proceedings in Washington, litigation and hearings, trials.

Q. You have told us this case commenced in Delaware in 1929 approximately? A. Yes.

Q. That was in the Federal court? A. Yes.

Q. U. S. District Court for the District of Delaware? A. Yes.

Q. What was the progress of the case? A. I can't tell you in the preparation of the case.

Q. Was the case tried? A. It was tried in 1932 before Judge Neals.

Q. Had there been prior to the trial a motion for preliminary injunction? A. By us?

Q. Yes. A. I can't say.

Q. You don't know whether there had been or not? A. I don't know.

Q. The case was tried, you do know, in 1932? A. I think—I am not sure whether that is a part of the bill we usually file asking for a preliminary injunction but that wasn't pressed, I don't think.

Q. You have no recollection of an injunction being granted? A. There was no injunction granted before the trial.

Q. Do you know whether or not there was any appeal prior to the trial from any decision in the case? A. Not that I know of.

Q. It was tried in 1932 before Judge Neals? A. Yes.

Q. By whom was the case tried? A. Belknap, Hall, Thomas, Haight, Morris, Whitney, Gary, others in conference; I don't know in court.

Q. Incidentally, where did Morgan Kaufman come from? Was he from New York, New Jersey—— A. I don't know where his legal residence is. I think, as I recall, I am not sure but it is Philadelphia.

Q. A Pennsylvania attorney? A. I think so, I am not sure. He had an office in New York, I think, at that time.

Q. Your said he and Judge Morris were the only two new attorneys in this case, that is, the only two attorneys who had not represented you before? A. I think so.

Q. Who selected them? A. Mr. Belknap.

Q. He selected them before you commenced the suit or after or when? A. I think after the suit was started. We had many cases on which we had filed our bill, served notice and filed a bill and then when we would approach a date for hearing or trial, then the attorneys got busy in their plans and selection of attorneys and allocating of the work.

Q. At what stage of the litigation, so far as you can recall, were these two attorneys retained? A. I think when we approached the time for a setting of a date for trial and hearing in the preparation of the case, which was a very long and complicated procedure, because it involved infringement and work with experts and so on.

Q. You say the case was tried; what was the result? A. Well, there was a very happy result, favorable decision, a decision in our favor, both as to the validity of the patent, the interpretation of the claims that we had given to it, and infringement.

Q. All your claims were sustained? A. All our claims were not at issue.

Q. All the ones that were at issue? A. We had selected three claims from the patent and sued on them as being an infringement and they were sustained.

Q. And were infringed? A. And were infringed, and the Ugloff patents the same.

Q. Was an accounting ordered? A. Yes—not at that time; when it was appealed.

Q. It was appealed before the accounting was ordered? A. Yes, then the appeal was heard.

Amici Exhibit 32

Q. Where was it appealed to? A. I think what they call the Third Circuit.

Q. Circuit Court of Appeals? A. Yes.

Q. Where is that court located? A. I think Philadelphia. I don't know. I have never been there.

Q. Can you tell us when it was appealed the first time? A. The decision from the District Court, Judge Neals, came down in 1933. Then the defendants started within the time allotted to them to file their appeal and in due course it was heard and I think that was heard in 1934, and that decision was rendered favorable, sustaining the District Court.

Q. Was the appeal commenced before or after Belknap died? You said he died in 1933. A. Yes, I think in the spring of 1933. I can't tell you whether it was started before or after.

Q. Were any attorneys retained in connection with the appeal who had not been in the case theretofore? A. No, not to my recollection.

Q. Isn't it a fact that Morgan Kaufman was retained when the case was on appeal to this Circuit Court of Appeals in Philadelphia? A. He was in the case before the appeal.

Q. After Belknap's death, who was your general counsel? Who was in charge of the litigation among the lawyers? A. I think—it wasn't a one man show—Hall, Thomas, Haight, Whitney. I think they were the most active.

Q. But there—was there any one man who was coordinating and directing the activities of these attorneys? A. I don't think so. I can't tell the internal workings; those things were all done by conference.

Q. Who in your company dealt with the attorneys with respect to this litigation? A. If anybody did, it was I.

Q. You were the one? A. But I didn't attempt to direct their work.

Q. But there must have been somebody in your company who dealt with the attorneys in connection with the litiga-

tion. A. Only as I kept informed of the progress of the litigation from time to time.

Q. Didn't there come up from time to time during the litigation questions of policy on matters of expense that required the decision of a responsible executive of the company? A. As to policy, I left it entirely to the attorneys. As to the expense, it never came up. They never asked for appropriations. They had my confidence to do what was necessary to be done.

Q. To the extent that there was any contact between the attorneys and the company whom they represented, you were the point of contact with the company? A. Yes.

Q. You said—I want to be clear on this—before Belknap's death he directed the progress of the case? A. Yes.

Q. After his death there just wasn't anybody directing the progress of the case, all the attorneys got together? A. They met and laid their plans.

Q. By conference? A. Yes.

Q. Did they report to anybody on what they were doing? A. Not from day to day or week to week.

Q. Did they report at all? A. They would report on inquiry from me that an appeal had been filed and then they would report to me a date had been set for the hearing of the appeal, and the activities connected with it, and sometimes they would ask if I wanted to read a brief. Sometimes I read it and sometimes I didn't.

Q. For example, when the appeal was filed, did they tell you what they thought of your chances on the appeal? A. Yes, very confident of winning on the appeal. The fact is, if I may state, I think we have yet to meet our first defeat in patent litigation in 20 years, because we try and not start a suit we don't think we have sufficient ground and merit on to win out. I think our record has been exceptional in that respect.

Q. With what attorneys did you confer when the question of the appeal was up? Did you call a conference of the attorneys yourself? A. No.

Q. Tell me the mechanics of how it was done. A. I don't know where and when they met. At times they might all meet in New York and I would sometimes sit in and listen while they were discussing matters.

Q. When you say they all met, you mean every attorney you mentioned? A. No, they might meet in groups. I don't know whether they all met at one time or not. I never called any legal conferences.

Q. Was there anyone in your company in closer touch with the attorneys than yourself? A. None.

Q. Your case came on for hearing in 1934, you say, in the Circuit Court of Appeals? A. Yes.

Q. Before whom was it heard? A. The three judges that sat.

Q. Who were they? A. I can't even give their names.

Q. Do you remember any of the Judges who sat on your case? A. I don't think I can recall a single name. If you mentioned them I might recall.

Q. Let me ask this: prior to the case actually being argued or at or about the time of the argument, did the attorneys tell you or did you have any discussion with the attorneys as to whether or not you had a good Court for a case of this kind, a complicated patent case? A. You mean on appeal?

Q. Yes. A. I don't know, and if you ask me now whether there is any discretion in what circuit to go into on appeal, I can't even tell you. On the trial of a case originally, yes, we can sue where we are incorporated or where we are operating.

Q. To save time, I will tell you you have no choice as to going in the Third Circuit Court of Appeals. A. I assumed that.

Amici Exhibit 32

Q. Were you not advised by your attorneys you might get any of several Judges who would make up the three who would hear your case? A. No.

Q. And were you at any time—did you have any discussion with your attorneys as to whether these particular judges who heard your case were a good Court, that is, judges who had heard complicated patent cases before and who in the opinion of the patent attorneys were good patent judges? A. I have no recollection of that. I have no knowledge of any discussion on that.

Q. I would like you to search your recollection and tell me, if you can, whether you are certain no such discussion took place or whether such a discussion may have taken place. A. I won't answer whether it may have taken place; I will answer whether it did take place; not to my recollection.

Q. As far as you can recall, no such discussion took place? A. So far as I recall, no such discussion took place.

Q. To refresh your recollection, let me tell you the record shows the notice of appeal in this case, which was the first step in the taking of an appeal from the decision of the District Court, was filed in July of 1934. The Court records show that. A. If the record shows that, I accept it as a fact.

Q. And Belknap had been dead over a year at that time? A. He died in the spring of 1933.

Q. The case was argued, and again to refresh your recollection, I want you to tell me if any of these names do refresh your recollection as to the Judges who heard the case: Judge Buffington. A. Yes, the Buffington name is familiar. He is one of the oldest judges on the bench.

Q. Judge J. Warren Davis. A. I think that name I have heard.

Q. You think he was one of the judges who heard your case? A. I think so.

Q. Judge Thompson. A. I think Judge Thompson, now that you mention the name.

Q. Those names do refresh your recollection as being the three Judges who sat at this hearing of the appeal in your case? A. Yes.

Q. I want your independent recollection on this: when did the decision in your favor come down? A. From where?

Q. From the Circuit Court of Appeals? A. That came down I think in the spring of 1935; may have been late in 1934.

Q. Your recollection is substantially correct. The opinion came down in June 1935. A. I didn't recall.

Q. Again let me have your recollection. Was there an opinion in that case? A. I don't recall. If there was an opinion I undoubtedly saw it. I would be interested in seeing it. I was satisfied with the fact that the Court unanimously approved the decision of Judge Neals.

Q. Wasn't it a matter of importance that there be an opinion in a patent case? A. Not to me.

Q. From the standpoint of a further appeal? A. I think the important thing was we got the affirmation of the decision of the lower court.

Q. Wasn't it also important to you as an expert in this patent field—— A. I am not an expert.

Q. That there be an opinion of the court setting forth its reasons? A. I would like to see their reasoning but I couldn't tell whether there was an opinion or not.

Q. Have you had a case as important as this since? A. We had one just prior to that time and we have some on now.

Q. Was this the most important case you have had from the standpoint of your business? A. I would say it was probably the most important—no, there was one preceding that that was of controlling importance and would have possibly put the company out of business if they had succeeded.

Q. This was of equal importance? A. Yes.

Amici Exhibit 32

Q. Let me ask at this point, if the Grand Jury desires to interview or question any of your attorneys in this litigation, are you willing to waive the attorney and client privilege? You understand with respect to communications between the attorneys and their clients relative to a litigation or relative to any matter in which the attorney is consulted as an attorney—— A. (Interrupting) In this case, yes, certainly. I wouldn't make that broad enough to include everything.

Q. With respect to this case you are willing—— A. Certainly.

Q. Are you willing to do that on behalf of the Universal Oil Products Co.? A. That I would have to take up with the Board of Directors. To the extent that I have authority, yes. I don't think there would be any question about the board.

Q. That you understand is with respect to this litigation? A. Yes.

Q. Coming back to the opinion of the Circuit Court of Appeals in this Root case, your testimony is you have no recollection of whether an opinion was handed down? A. I have no recollection at this time.

Q. Does it refresh your recollection if I tell you there was an opinion written by Judge J. Warren Davis for the Court? A. It wouldn't refresh my recollection but I will accept the statement as absolutely a fact.

Q. Even when I tell you that, you have no recollection of there having been an opinion or having seen it? A. I have none now.

Q. No matter how much you search your recollection—— A. If there was an opinion I undoubtedly did see it.

Q. There was an opinion. What I want to know is, when you search your recollection in light of that statement which is borne out by the record, have you any recollection of seeing that opinion? A. I have not.

Q. Or of learning by whom it was written? A. Yes.

Q. Now, after the favorable decision in your favor by the Circuit Court of Appeals, will you tell us what was the next thing that happened in the case? A. They filed a certiorari and tried to get in the Supreme Court of the U. S. and it was denied.

Q. Were there further proceedings in the Circuit Court of Appeals? A. I think they asked for a rehearing and it was denied.

Q. By whom? A. They used everything they could to get a rehearing or keep the case going.

Q. The date again—to refresh your recollection, the petition for rehearing was denied in August of 1935. A. Yes.

Q. That is approximately two months or so after the original decision. A. Yes. Am I right about their applying for the certiorari to the Supreme Court?

Q. Yes. A. When was that?

Q. In September 1935. A. And that was denied shortly thereafter, I think.

Q. That was denied in October, the certiorari was denied, the record shows, October 28, 1935. A. Then I think it was sent to a Master for an accounting.

Q. At this moment I want to go into something else. How were your attorneys paid in this matter? A. Well, on different bases. Some were paid currently, some were paid on a retainer basis, some were paid partially currently and then given substantial fees at the end of the case.

Q. Who in the company was charged with the duty of approving attorneys' bills in connection with this litigation? A. I was.

Q. When Mr. Belknap was alive, did you take up the bills of other counsel with him? A. At times and at other times not.

Q. You had no set practice on that? A. No

Q. Did you take up the payments to your attorneys in this case with any other executive of your company—anyone

else in your company? I will broaden the question that way. A. I think with our attorneys, that is, our general counsel, Mr. Whitney, Mr. Dwight. I don't recall with whom. If they were routine matters, no. If they were of larger importance, at times yes and at other times no.

Q. I am referring only to the attorneys' bills in connection with this particular litigation. A. Yes. I don't recall excepting I think in the case of Mr. Kaufman I did confer when it came to the paying of his bill and the size of the fee which had been very loosely arranged for apparently by Mr. Belknap.

Q. With whom did you confer in the case of Mr. Kaufman? A. I think with Mr. Whitney, with Judge Haight, with Mr. Dwight.

Q. Those three men? A. I think so.

Q. Anyone else? A. I don't recall definitely now.

Q. I want you to search your recollection on that because it is important. A. I don't recall anyone.

Q. You have no recollection of conferring with anyone else about it? A. I don't have any recollection of conferring with any other attorneys regarding——

Q. Regarding the payment to Kaufman? A. That's right.

Q. How much did Kaufman get? A. He got $25,000 in 1935 on the basis of retainers for 3½ years and services rendered on this and other matters. He asked for thirty-five and he consented to take the twenty-five. Then he got a retainer for 1936.

Q. Let us stay with 1935. A. $25,000.

Q. You say that covered—— A. Services from 1932 to 1935.

Q. In connection with this and other matters, if I recall your answer correctly. A. Yes.

Q. Will you tell us what other matters? A. One very important matter, a suit we filed, it was to be one of the

important cases against Cities Service Co. or Empire Refineries, the Dougherty interests.

Q. Where and when was that suit filed? A. I can't give the date, whether it was filed back in the early thirties or whether it was deferred and filed in 1935 or 1936.

Q. Can you tell me where it was filed? A. That was filed in—I think against one of their subsidiaries, the Crew Levick Co.—I think in one of the Pennsylvania districts.

Q. That case was filed in 1936, wasn't it? A. 1936—maybe. I said I didn't remember very well.

(Stenographer relieved.)

Feb. 8, 1940

Q. What I am interested in, Mr. Halle, the other matters on which Morgan Kaufman worked and the compensation for which was included in the $35,000 received in 1935? What other matters did you have in mind? A. Well, our litigation against the Dougherty interests was of major importance; and whether we had filed suit against one of their others in Indiana prior to that time I do not recall now; maybe it was against Empire Refineries; then there was litigation against Mid-Continent Company; they were a Delaware corporation and finally settled when it was ready for hearing.

Q. You say that that $25,000 may have included or did include his services on a litigation commenced in Indiana? A. I don't know; I can't tell you now definitely whether we started the litigation in Indiana then or not.

Q. Is Kaufman a patent lawyer? A. I can't tell you definitely whether he qualifies as a patent lawyer or not; but I understand he has knowledge of patents and patent litigation, but I can't tell you as to whether he would qualify as a patent lawyer to go into court and try a case on his own, I don't know.

Amici Exhibit 32

Q. You do not know whether or not he is a patent lawyer? A. No; in our patent litigation we have always mixed general attorneys with patent attorneys.

Q. Has Kaufman ever been general counsel for your corporation? A. General counsel, no.

Q. He was just called in on these various cases? A. On this patent litigation work.

Q. Though he is not to your knowledge a patent lawyer? A. I can't say. You say he is not to my knowledge. I have no knowledge as to whether he is or not but I have never had the impression that he was a patent attorney.

Q. He was not called in as a patent lawyer, is that correct? A. Not to my knowledge. Mr. Reichmann whom I mentioned is not a patent attorney and he and Mr. Belknap tried all the previous cases.

Q. They were general counsel for your company? A. Reichmann was general counsel but he was just as active in the patent litigation as Mr. Belknap was.

Q. He was general counsel? A. Yes.

Q. Belknap was also in a position of general counsel? A. I wouldn't designate him as general counsel. He was patent counsel but he had a substantial interest in the business and knew of those matters that would ordinarily come to the attention of general counsel, general policy and so on.

Q. How did you come to retain Kaufman in the first place? A. I didn't come to retain him.

Q. How did your company come to retain Kaufman in the first place? A. Mr. Belknap retained him.

Q. What was Mr. Belknap's reason for retaining him? A. I can't tell you, except he thought he would be a man in the litigation that could render good services.

Q. What kind of services? A. Legal services; I can't definite just the nature of his work.

Q. Did you discuss Kaufman with any of the other attorneys? A. Not until the time of his payments.

Amici Exhibit 32

Q. When the question came up of paying him you say he asked for $35,000? A. Yes.

Q. And you ultimately gave him $25,000? A. $25,000 and got his receipt in full to that date.

Q. You told us you discussed making that payment to him with these three attorneys you mentioned? A. Yes.

Q. Did you discuss with them what contribution Kaufman had made to your case, what work he had done and what his services were worth? A. I wouldn't ever set myself up to put a value on an attorney's services.

Q. I am sorry, Mr. Witness, I don't think you got my question. Did you discuss with these gentlemen whose names you have given us what services Kaufman had rendered in connection with this case? A. I don't recall the details of it. It was that he wanted $35,000 and whether that was fair to pay him, he claiming that he had the understanding that he was to have $10,000 a year retainer which was to apply against services rendered, and that he was claiming $35,000.

Q. Did you ask them for example, "Is he worth $35,000?" A. I didn't put it that way; I probably asked them, "Do you think this is fair?"

Q. Did they tell you they thought he performed many services in connection with the litigation or that he hadn't performed many? What did they tell you about it? A. I think it was more on the ground that he stated Belknap had discussed with him on the basis of $10,000 a year as retainer and if that were the fact there wasn't anything to do about it but to pay it to him.

Q. $10,000 a year retainer for what, for legal services? A. Legal services.

Q. Did you have a discussion with Belknap about Kaufman at any time? A. He told me when he retained him.

Q. What did he tell you at that time? A. He retained a lawyer by the name of Morgan Kaufman that he thought

Amici Exhibit 32

could be helpful in carrying on of this litigation of ours, manifold litigations; I don't know whether he spoke of one case or another case.

Q. Did he say how he thought he could be helpful? A. I don't think he did.

Q. I want your best recollection on that. A. I do not recall that he specified in detail. Any attorney that he would hire would be for whatever——

Q. Did Kaufman present you with a bill on the occasion of this payment to him? A. No, and many of our other attorneys do not present us with bills.

Q. Mr. Witness, I am asking only about Kaufman. A. I am telling you many of our attorneys do not present bills and he didn't.

Q. I am asking you to confine yourself to our questions. A. I only want to give you a correct picture of it.

Q. I understand. Kaufman did not present a bill? A. Presented no bill.

Q. Did he present any statement at all with respect to his services? A. No.

Q. Did he give you any oral account of what he had done on the litigation? A. I didn't ask him.

Q. Did he volunteer any? A. I don't think we discussed it at all.

Q. Have you been interviewed heretofore in connection with this investigation? A. Yes.

Q. You were interviewed by Mr. Parkhurst of the Federal Bureau of Investigation, is that correct? A. That's right.

Q. He asked you about retaining Kaufman by your company, didn't he? A. I think so, yes, sir.

Q. There is no question about it, is there? A. No, there is no question about it.

Q. He discussed that at some length with you, did he not? A. Not at any length.

Amici Exhibit 32

Q. What did you tell him about why your company retained Morgan Kaufman that you haven't told us as yet? Just tell the grand jury what you told Mr. Parkhurst? A. He asked as to what his purpose in being retained. I think I told him I had nothing to do with his being retained, he was retained by Belknap, and he wanted to know what particular services; I told him I couldn't tell him, and that our attorneys sometimes and maybe in this instance; I don't know, I can't repeat it, that when we bring an action there is a discussion as to where to bring it, whether in Texas where the refinery is located, whether in Delaware where they are incorporated, and whether the court sitting there has a reputation for declaring patents invalid or whether the court has a reputation for giving fair consideration to patents; and sometimes sustained them, or whether the court has a reputation for not understanding the technical side of patents at all. Those things are matters of discussion when we bring a suit and it may be that Mr. Kaufman's judgment on those things was asked.

Q. What else did you tell Mr. Parkhurst as to why Mr. Kaufman was retained? A. I don't know that I told him why he was retained.

Q. Did you tell Mr. Parkhurst that Kaufman would be a dangerous man to have on the other side? A. Oh, I said also this, that I thought Belknap told me that he thought he would like Kaufman as one of our group, that he wouldn't like to have Kaufman in on the side of the people we were suing. That happens frequently, that we retain a man that we do not want the other side to have, that's not exceptional.

Q. You did not recall that a moment ago? A. No, I did not; I did not.

Q. What did you understand by Belknap's statement to you that he wouldn't like to have Kaufman in the litigation on the other side? A. Well, the only thing that I can recall

as to my interpretation of that is that he was a capable attorney that he wouldn't like to have oppose him.

Q. Is that all that Belknap told you about Kaufman? A. That's all that I can recall and I know of nothing else.

Q. I want you to search your recollection on this because you did not recall this though you told it to Mr. Parkhurst. A. Quite right.

Q. How long ago did Mr. Parkhurst interview you? A. Oh, within a year; I think I have been ill from March until here within the last four or six weeks and I think it must have been before I took ill.

Q. It was before that? A. Yes, though I think I have seen him once since.

Q. Did Belknap tell you that Kaufman was a dangerous man to have on the other side? A. No, never spoke of anybody being a dangerous man; I can recall that language; I can't recall the words he used.

Q. As near as you can recall he used that language? A. I can only tell you my best recollection would be that he said he was a man that he would rather have in our camp among our attorneys than he would having him fight against us.

Q. You took that to mean that was because of his ability? A. I assume so.

Q. As a patent lawyer? A. I told you I didn't know whether he was a patent lawyer or not.

Q. His ability as a trial lawyer? A. Yes, I assumed that.

Q. Did Kaufman participate in the trial of your case? A. Not in court, no.

Q. Has he to your knowledge participated in the trial of any case in any court? A. I have no knowledge at all; I have absolutely no knowledge.

Q. Did Belknap cite to you any litigation or cases in which Kaufman had been involved which would indicate he was a lawyer of such outstanding pre-eminence as to be a

most dangerous adversary? A. No, I do not recall that he did. I do not recall asking him for it. I took his judgment on it.

Q. Do you know of any such—— A. I hadn't known of the man at all.

Q. How did you come to reduce Kaufman's demand for $35,000 to $25,000? A. I don't know that that is so awfully exceptional because I thought perhaps that he hadn't been as active as he might have been and was available for and that a retainer of that size was ample for the services that he had been called on to render.

Q. You did not feel that he had rendered services worth $35,000 in other words? A. I do not know.

Q. Didn't you just tell us that that was the reason you reduced his payment to $25,000? Didn't you just tell us the reason you reduced the amount actually paid him, his fee to $25,000, was because you felt he did not render all the services he might have performed although he was available? A. That he wasn't called on to be as active as he might have been and as he indicated he was willing to be, and that was a reasonable fee for him, and if he had insisted on the $35,000 I would have given him the check for $35,000, but then we entered into an arrangement where he was to be continued under the retainer of $10,000 for the next year and the following year.

Q. How much has he been paid since 1935? A. $25,000.

Q. That is, additional? A. Yes; two checks of $10,000 and one of $5,000 of which you have photostatic copies, and I have a few more things here that we got out of the files that I just got this morning.

Q. I will let one of the attorneys look at that. A. Yes.

Q. How did Kaufman present his request for a fee? A. Well, he phoned me on two or three occasions.

Q. Will you fix the time as closely as you can? A. Yes, I will try to. He phoned me after Mr. Belknap's death in

Amici Exhibit 32

'33; he spoke of Belknap's death and then of the Root case and its status at that time. We hadn't gotten a decision from Neils then yet I think, and then he phoned after the decision was rendered again, and I think when the appeal was taken or was it after the appeal, and then he phoned me and said he would like to come in and could use some money.

Q. On each of these prior occasions he had asked you for a fee? A. Not on the first occasion. I don't think he asked on the second occasion. I think in '34 was the first time he asked, he said he could use some money now.

Q. How much did he ask for at that time? A. Over the phone he didn't ask for anything. Oh, I think it was then he told me his arrangement with Belknap was on the basis of $10,000 retainer, and then in '35 he came in and said he would like to be paid.

Q. Let's stay on '34 a moment. He came in and told you at that time that his retainer with Belknap had been on the basis of $10,000 a year? A. Yes.

Q. Did he ask you for payment on that basis? A. He suggested he would be coming in one of these days to get a check, but he did not press it.

Q. Did you refuse his request at that time? A. He didn't make any demand or request.

Q. Did you indicate that you would not pay him at that time? A. No, I never did indicate I wouldn't pay him.

Q. What time in '34 was this, as nearly as you can recall? A. Let me see, '34, I'd say probably the spring of '34; I went to Europe in the fall of '33 and got back in the early spring of '34; it was after I returned from Europe.

Q. What did you tell Kaufman at that time? I am referring to the '34 conversation? He indicated to you, you told us, that his retainer had been on the basis of this $10,000 a year. What did you tell him? A. I can't recall in detail what I told him.

Q. As closely as you can recall. A. I can't even recall closely what I told him at that particular conversation.

Q. Have you any recollection at all as to what you told him? A. I can't recall the conversation.

Q. Did you dispute in any way the fact or the claim he made? A. If you want me to make the best guess I can, I said, "When you are ready to sit down and discuss it, come in and we'll talk it over", that's my best guess.

Q. Did you make any efforts to ascertain whether he had in fact been retained on such a basis? A. Belknap told me he had retained him and I don't think he told me that he retained him on a $10,000 basis. He said that he would be liberally taken care of. There was no one that I could confer with to confirm Belknap's arrangement with him, but I knew him.

Q. That's what Belknap had told you about it? A. Yes.

Q. Did you tell Kaufman in turn that was your understanding? A. No, I did not tell him that.

Q. That no amount had been fixed? A. I didn't tell him that, no.

Q. You didn't hear any more from him about fee until about a year later, in October 1935? A. Then he came in and said he needed some money and could use some money.

Q. Did he say why he needed money or how he came to need money? A. I never asked anybody that before, an attorney I owed money to, nor a doctor.

Q. My question is, did he say it, whether you asked him or not? A. I have no recollection of saying anything at all about it. We were accustomed to paying some pretty stiff fees.

Q. How long before the actual payment was his request made? A. I think the definite discussion of the amount due him was in '35 and I told him and then we agreed on the $25,000 and then the payment was made to him directly after that. I sent out to Chicago and got the check, had it

brought on here, and then it was handed to him and took his receipt. May I just state——?

Q. No; I tell you, Mr. Witness, our procedure is that at the conclusion of your testimony, if there is anything you want to add or explain, we'll give you all the time you want. A. All right. This is my first experience before a grand jury.

Q. From the standpoint of the books of your company I assume in connection with this group litigation you had an account set up for attorneys' fees? A. Yes.

Q. Reserve for attorneys' fees? A. Not for this particular case. We have a monthly appropriation usually set up, reserve for attorneys, and that will run from two to three hundred thousand dollars per year and sometimes it will run over $400,000 in the year, attorneys' bills, an indication——

Q. Was this fee paid out of that account? A. We charged the payments against the reserve account but we usually set up a monthly reserve for attorneys.

Q. Do you know whether or not this $25,000 was charged against that reserve? A. I don't know; I haven't seen the books itself but that is where it probably would be charged and I am sure it was charge. I think those records you have will indicate. That would be the regular procedure.

Q. Let me ask you just one further question before we come to these exhibits. Who actually made the payment to Mr. Kaufman, that is, was the check handed to him or mailed to him? A. Which, the $25,000?

Q. The $25,000. A. It was sent to me; I called in Mr. Behrens, the secretary of our company. I think I handed Mr. Behrens the check in Mr. Kaufman's presence and I said, "Now you can deliver this to Mr. Kaufman and take his receipt and sit down and discuss with him our current litigation in which he is interested." And they went in together and had a very lengthy talk, I don't know how long it lasted, hours or a day or two or what.

Amici Exhibit 32

Q. Where did this take place? A. In the New York office, 50 W. 50th St., RCA Bldg.

Q. Of your company? A. Yes.

Q. I show you this paper marked Grand Jury Ex. 1-D of today, and ask you if that is a photostatic copy of the check which was handed to Mr. Kaufman on that occasion or handed by you to Mr. Behrens rather? A. That's correct. I had the photostat made for you.

Q. May I ask, who is Mr. J. J. Mitchell? A. He is vice president and treasurer of our company at Chicago.

Q. At Chicago? A. Yes.

Q. I show you this paper which is Exhibit 1-C of today and ask you if you can tell me what that is? A. Well, this is one of the forms used in Chicago in connection with the issuance of checks and the vouchers, and that is signed by Mr.—or approved by Mr. Lindahl, who is in the Treasurer's department and in the Controller's department who does this sort of thing. Here it says, "Charge against reserve for legal bills."

Q. And that answers the question that was asked? A. Yes.

Q. This is addressed to the accounting department? A. Yes.

Q. This is written I take it by Mr. Lindahl? A. Yes; well, his signature and the writing appear to correspond. I think that form is made out by him.

Q. Is that in response to a telephone call by you, is that the procedure? A. Probably a telephone call telling him to have this check issued. I think that J. M. there is Mr. Mithcell.

Q. That's underneath, next to the second approved? A. Yes.

Q. This paper which is marked Exhibit 1-B of today, will you identify that for us? A. Yes, that's a part of this file of the $25,000.

Q. How is that record—what record is that? A. I really do not know the forms out there. It is in connection with the issuance and the payments. That's part of the voucher system because it mentions distribution correct, initialled by the voucher clerk, approved by the accountant, that's blank, entered in voucher register by W. J. I. bookkeeper, I don't know who that is; posted in subledger, assistant bookkeeper; approved for payment, WL, I think Lensky, our auditor; entered in cash book and issued by the cashier and entered in invoice register, initialled H, clerk.

Q. That's part of the record of the Chicago office? A. That's part of our regular records in Chicago, yes.

Q. This last paper marked Exhibit 1-A of today, is that another record of your company pertaining to this transaction? A. I assume so. Distribution 42 H reserve $25,000. Check given to Mr. Mitchell who I think came down here or mailed it to me and I received that $25,000 check and it was passed to Mr. Kaufman as I have stated on the record.

Q. Was Mr. Kaufman attorney of record in any of these cases or one of the attorneys of record? A. He is I know in the Crew Levick case.

Q. I mean in these cases prior to 1935? A. I don't know; I think not in the Root case.

Q. Did his name appear on briefs on any of these cases? A. I think not. We had a superabundance——

Q. How is your reserve for attorneys' fees computed with respect to each month? A. I direct that. It is arbitrary and I pass judgment on how much should be set up until it is changed or revised and then before the end of the year see whether the reserve in there is big enough, too big or proper for the account, but I authorize the amount that should be set up in legal reserve as in some of the other reserves.

Q. Isn't it necessary for you in making that—arriving at that figure, to have some idea of what the rate of con-

pensation or what terms have been agreed upon by the various attorneys you have retained? A. It is not only not necessary but it is impossible to do that. I do not know in January or March what the legal bills will be that accumulate during the year.

Q. What I mean is this, if Kaufman was retained by Belknap at, as he claimed, a retainer of $10,000, isn't that information which you have in setting up your reserve for attorneys' fees? A. It is so small a part of our legal expense that I do not calculate the items. I just set up what I think is an ample amount because it doesn't hurt us at all; it doesn't come out of the cash box and all we have to do is return it to the account.

Q. You made no effort to ascertain on what terms any of your attorneys had been retained, is that right? A. If you ask me, am I guided by that in the reserve——

Q. No, did you make any effort to ascertain that, sir? A. No, not for any such purpose as that, I wouldn't have any purpose in that.

Q. When did you last see Morgan Kaufman, may I ask? A. I last saw him, as I told you I was ill from March, I am just now recuperating, but I did venture to go to the theatre I should say six or eight weeks ago, my first night out, and during the intermission in the lobby somebody looked at me, nodded, I looked at him, dim in the foyer, and said, "How do you do, Mr. Halle?" I looked at him and said, "How do you do, Mr. Kaufman." Lady with him. That's the last time I saw him and the only time I have seen him this year.

Q. Is that the only time you have seen him since you were interviewed by Mr. Parkhurst? A. Yes.

Q. Have you discussed this matter with him? A. Never.

Q. Have you discussed any investigation of Judge Davis with him? A. With him?

Q. Yes. A. Never, never a word.

Q. Let me ask you, maybe I can refresh your recollection, have you seen any publicity or any newspaper stories relating to an investigation — A. Of Kaufman?

Q. Of Judge Davis? A. Yes, I think I did.

Q. Did you see in those stories Morgan Kaufman's name mentioned? A. I can't recall whether it was in connection with that but I saw some newspaper account of some investigation where Kaufman's name was mentioned; whether it was mentioned in the same article or not I can't recall.

Q. After you saw that did you ask Kaufman about it, that is whether there was anything to it or anything about it? A. Never a word; never communicated with him.

Q. Have you communicated with any associate of his about it? A. I don't know any associates. I don't know who they are.

Q. Have any of your attorneys or associates communicated with Kaufman about any such investigation? A. Not to my knowledge. I have no knowledge whatsoever.

Q. Take the broadest view. Have you talked to anyone about that investigation? A. Have I talked to anyone?

Q. Yes, other than agents of the Government. A. Yes; incidentally, our own attorneys.

Q. And of course your communication with them is privileged so I shall not ask you about it. A. That's all right.

Q. You have discussed the Davis investigation with your own attorneys? A. Davis investigation? No.

Q. The investigation in which Morgan Kaufman's name was mentioned? A. I have referred to the articles and tried to find out what this is about, yes.

Q. With what attorneys have you discussed this matter? A. I discussed it with Mr. Whitney, with Mr. Dwight; I think I have also talked about it with Judge Haight.

Q. They were all attorneys who were involved in the Root case? A. They were all in the Root case, yes.

Amici Exhibit 32

Q. Have you consulted these attorneys since you were interviewed by Mr. Parkhurst or prior to that time? A. I think possibly prior and possibly since.

Q. Have you no recollection? A. Not definite, no.

Q. You mean to say that you consulted them prior, before as well as after his visit? A. I say I am sure. I think when that appeared in the papers and came to my attention I did speak to them and asked what is this about.

Q. Did you discuss the Universal Oil Products against Root or Root against Universal? A. No, I didn't assume it related in any way, that we were directly interested.

Q. What was your interest in that investigation? A. Well, he had acted as one of our attorneys and had been paid by us and that one of our attorneys should be investigated by the district attorney's office was of interest to me generally, naturally.

Q. It was only the name of Morgan Kaufman which interested you? A. The name of Morgan Kaufman, exactly so.

Q. When you met Morgan Kaufman recently, did you ask him about the investigation? A. Not a word. I said, "Are you going to stay here this winter or are you going away?" He didn't know whether he was going south or not. That's every word that passed between us. The fact is I wasn't sure it was he until I took a second look.

By Mr. Willauer:

Q. This Exhibit 1-C reads: "Morgan S. Kaufman, $25,000, on account of legal services to date in connection with the Root" and then there is a caret and interlined appears to be "Winkler & Koch", and then the text goes on, "case", and then "pending matters per authority of J. J. Mitchell", and some more matter in it. What is the meaning of Winkler-Koch? A. They were codefendants in the Root suit; they were the ones that built the infringed plant.

Q. So that this receipt or whatever it is refers simply then to the Root case? A. No, and pending matters.

Q. What were those pending matters? A. Well, the important one was the suits against the Dougherty interests, the Empire, I don't know, they had so many subsidiary companies, I don't know which one of them we did have the action against to start and we had several actions.

Q. As I understand your testimony none of those pending matters were in Pennsylvania, New Jersey or in that neighborhood? A. I really can't tell you; I really can't tell you.

Q. Who would know as to that? A. Well, let me see, I think any of our attorneys.

Q. Now in connection with Morgan Kaufman your knowledge of him, did you at any time hear from anybody —by anybody I mean your attorneys or Mr. Belknap, that he had any special connection by way of friendship or otherwise with any judge of any court? A. Never; never.

Q. Just to be sure that the record is complete on this, with reference to the $25,000 fee, do you recall at what time the conference was had between you and Kaufman at which that fee was settled? A. I think it was in 1935.

Q. And what part of the year of '35? A. Well, it was before the date he got the check and I don't think there was any, when was the check given to him?

Q. The check is October 18, 1935? A. I'd say it's very shortly before that. I think he got his check very promptly after we agreed.

By Mr. Correa:

Q. Was his first request very shortly before you reached the agreement on the fee of $25,000? A. Reference was made to it but that was the time we settled on the amount he was to get.

Q. The first request he made at this time, how long before your agreement was that? A. He made reference to it in 1934 and in 1935.

Amici Exhibit 32

Q. But the time I am trying to get is when he first said, "I need money, I want $35,000", or words to that effect. A. He didn't say it in that way. He said he thought he was entitled to get money now and needed money now, whatever the language was, I wasn't impressed with it, I think that was over the phone, and I said, "Come in and we'll sit down and talk it over", and he came in and the discussion took place and the $25,000 was agreed on.

Q. When did you consult the attorneys, Whitney and Dwight and Judge Haight about that? A. Between the time that he had mentioned it to me and between the time that I authorized the payment to be made.

Q. That is between—you see what I want to get, Mr. Witness, is, did you agree on the $25,000 with him before you had discussed this matter with these other attorneys or after? A. I can't really tell you that definitely. I may have indicated to him that I hoped it can be authorized, and probably took a few days or a little longer to confer with them about it. I do not remember the detailed conversation—if you know how many of those take place.

Q. I want to ge the chronology of this from you. A. I can't give it to you definitely enough to commit myself as to the dates. I did not charge my mind with those things.

Q. When the check for $25,000—you said that that check was received by you and you had Behrens and Kaufman in your office, is that right? A. I think so, yes; that's my recollection.

Q. And you gave the check to Behrens? A. And I gave the check to Behrens and told him to take Mr. Kaufman's receipt but, I said, before he gets away I want you to review the litigation matters with him.

Q. Was that done in your presence? A. Not in my presence; in Mr. Behrens' office.

Q. Was the receipt given in your presence? A. In Mr. Behrens' office.

Q. Did you see the receipt? A. I did.

Q. How long after? A. I think at the time it was given.

Q. Did Behrens come in with it? A. Possibly; I can't even tell you that.

Q. Think hard and tell us as best you can. A. I can't think hard. I am telling you the best I can. Why should I charge my mind with such things as that?

Q. Your recollection is that you did see the receipt that day? A. I saw the receipt, either directly before it was signed or after; possibly even before.

Q. Before it was signed? A. Possibly; I don't know; I won't say that I did.

Q. What was the form of receipt? A. You got a copy of it, a photostatic copy.

Q. I want your recollection. A. "Received $25,000 in full of services, legal services, rendered to date."

Q. Was it a printed form of receipt? A. No, no, pen written by him.

Q. Written by Kaufman? A. I don't know whether it was written by him or by Behrens and signed by Kaufman and my recollection is, having refreshed my recollection as recently as I have, that it was written by Kaufman.

Q. Here is Exhibit 2. I take it that is the receipt, is it not, or a photostatic copy of it? A. Yes, that's the receipt and I judge written by the man who signed it.

Q. Written by Kaufman? A. I should so judge; I am not an expert on handwriting but I think it is.

Q. That's the receipt you saw the day that it was given, is that correct? A. Given, yes.

Q. Is that the usual form of receipt that you receive from your attorneys, Mr. Witness? A. In most cases we don't get any receipts.

Q. Don't you usually get a letter acknowledging receipt? A. No, we send them the check, check is endorsed and deposited and that's all we ask for.

Amici Exhibit 32

Q. What was the reason for asking for a receipt in this case? A. Just because of the circumstances. I didn't want another bill presented for the services rendered up to that time in making a settlement with him. I wanted a receipt before——

Q. What I am trying to get at, Mr. Witness, and let me state it to you quite frankly, was this, the usual form of transaction, I mean, do you have many such receipts from your attorneys? A. No, I don't think we have had others. We do not have any formal receipt of that kind. We haven't any receipts from attorneys generally.

Q. What was unusual about this transaction? A. That it had been an accumulation of fees covering three or three and a half years and no settlement made and I wanted a cutting off point.

Q. Kaufman's position was unique as among your various attorneys? A. Well, it was different than the routine method, yes; different than the routine method. We have allowed bills to accumulate for longer than that.

Q. What was the reason for the difference in Kaufman's case? A. I can't tell you any particular reason for it. I think if he had come in and pressed for his $10,000 each year he would have gotten it then but he did not and we didn't give it to him until he asked for it.

Q. Did it have any relation to the successful conclusion of your cases in any of the courts? A. It may in his mind have thought perhaps it would be received with less pain after than before. I should judge that I would feel the same way if I had been in his or anybody else's place, and many of our legal fees are paid and measured by services they perform successfully. I think if a man is not successful in a case or the case becomes unsuccessful they are not quite so bold in their charges.

Q. Was it the success of your company in the Circuit Court of Appeals which was a decision given recently before the payment of this fee that occasioned its payment at the

time it was paid? A. No, not that. The whole thing was even to go into the Supreme Court of the United States. It wasn't this alone but we had made other settlements in which I thought $5,000 of that he should have; that was the Mid-Continent settlement.

Q. Just one further question about Kaufman's ability, a matter on which I am not clear yet. Was Kaufman, and I am referring to what Belknap told you, was Kaufman considered a dangerous opponent and one that you wouldn't want to have on the other side from you, more, to phrase it, in the courts of any state or in respect to certain particular courts in which he was accustomed to practice? A. I assumed he would be dangerous in the hands of the defendants whom we were suing in any court, that's what I assumed. I can mention attorneys who come to my mind that I wouldn't want on the side of any defendant that you were suing.

Q. You mean outstanding attorneys? A. Men of prominence, yes, outstanding, those are the only ones I can mention. I am not going to mention them either.

By Mr. Gahagan:

Q. Mr. Halle, you stated that this Mr. Kaufman was an outstanding attorney, I believe—— A. I didn't state that. Did I state that?

Q. I see. A. Excuse me for questioning that.

Q. You were led to believe that Mr. Kaufman was an outstanding attorney and a dangerous opponent to have? A. Well, Mr. Belknap so impressed me.

Q. You continued in that belief? A. I continued in that belief.

Q. Was there any particular reason for the present time limiting the continuation of the retainer of Morgan Kaufman? A. I don't quite get your question.

Q. Have you any arrangement with Morgan Kaufman where he continues indefinitely as an attorney under your pay? A. Not since 1937.

Amici Exhibit 32

Q. Isn't it true that since that time you have made a definite point or do your employees under you make a definite point to tell Mr. Kaufman that his retainer may not continue? A. My employees do not do that; I tell them that.

Q. Did you tell that to Mr. Kaufman? A. Yes, I did; when he got his last $10,000 I said, "This ends it until we call on you for active service in connection with these other cases."

Q. Ends it, what did you mean by that? A. The arrangement for the $10,000 annual retainer.

Q. Until you call on him for active service, is that correct? A. Yes.

Q. The Crew-Levick case is still pending? A. Yes.

Q. He's attorney of record in that case? A. Yes; I don't expect to call him if his standing isn't all right.

Q. I see, but he is the person who signed the complaint in the Crew-Levick case? A. He's one of the attorneys.

Q. You are thinking of dispensing with his services? A. It depends on what you gentlemen do; I don't know what you have in mind; it depends on his standing at the time.

Q. Was it only as a result of the investigation that you informed Mr. Kaufman that his services might no longer be required? A. No, because the activity of Mr. Kaufman—it was indefinite as to when we would get active in the prosecution of the Crew-Levick case and I want to save that money in the meantime.

Q. Did it have anything to do with the retirement of Judge Davis? A. I don't know anything about the retirement of Judge Davis.

Q. From active participation in cases? A. I don't know anything about it except newspaper accounts.

By Mr. Correa:

Q. Did it coincide as a matter of fact? A. With what?

Amici Exhibit 32

Q. With the retirement of Judge Davis? A. I don't know anything about it. All I know about Judge Davis on that is what the newspapers have said.

Q. You have been here a long time, Mr. Halle. A. Keep on as long as you like, anything you want to ask me.

Q. We will suspend at this time.

Juror: Did the witness confer with anyone of his attorneys prior to coming into this grand jury room?

Q. You understand, Mr. Witness, that you are privileged with respect to conferences with your attorneys. If you wish to waive the privilege—— A. I will waive any and every privilege I have.

Q. Then you may go ahead and answer it. A. Incidentally, yes, day before yesterday, Judge Haight and I talked the matter over. I was due and spent the day before yesterday in Washington in the State Department, on call going in there several times in almost daily conference with him regarding matters connected with Japan and Russia.

Juror: And you discussed the fact that you had been summoned before the grand jury? A. And then I told him I had been summoned here.

Foreman: In connection with the presentation of the bills by your other attorneys, did they all follow the same procedure as that procedure with reference to Morgan S. Kaufman? A. I am glad you asked that question. May I now make a statement?

Q. Surely; first answer the question. A. There is no regular procedure; there are no bills rendered by some of our attorneys.

Q. That doesn't answer our question. (Question read to witness.) A. I don't know what procedure you mean with Morgan Kaufman, that is, annual retainers?

Foreman: No; there are no supporting papers attached to that voucher. A. That isn't exceptional with us.

Foreman: My question is, did the other firms you, mentioned a number of firms here, did they call you up on the telephone and say to you, "Send me a check for $25,000"? A. Yes, and more.

Foreman: That procedure is—— A. Very informal.

Foreman: Is that the convenient way in which you pay your lawyer bills? A. Convenient to me and evidently convenient to them.

By Mr. Correa:

Q. Is that true of Cravath, DeGersdorff, Swaine & Wood? A. No, because they have detailed services and expenditures.

Q. How about Hughes, Sherman & Dwight? A. Same thing.

Q. Wall, Haight, Perry & Hartman? A. Never had a bill from them; never had a receipt from them; never had any understanding with him as to his fees; from time to time he would come in and say, "I think I ought to have so much money," and I usually told him, "I think it's not only fair but it is entirely satisfactory in every way"; and never had any argument on attorneys' bills. I think this is the only one I ever had with regard to fixing the fee because of the indefiniteness of it of Belknap. Now may I make a statement?

Q. I will ask you this final question, Mr. Halle, have you any reason to believe that Morgan Kaufman—or any suspicion in your own mind—that Morgan Kaufman exercised any undue influence on your behalf with respect to any court or judge before whom litigation in which he was representing you and in which he was associated with your side of the litigation came? A. Do I have any reason to believe?

Amici Exhibit 32

Q. Yes. A. None at all.

Q. Or any suspicion in your mind? A. None at all. I had suspicions of one of the other—no, I didn't have—I will withdraw that. When I learned that Judge Townsend had spent a weekend with Judge—what's his name? of the Circuit Court, before the hearing had come on, they were old friends for years, nothing improper about it.

Q. You had no reason to believe that of Morgan Kaufman? A. None.

Q. Did Belknap give you any reason to believe that's why Morgan Kaufman was being retained? A. If he had he wouldn't have been retained, if he told me that. You may not believe that but that is the way I lead my life.

Q. Wasn't Belknap's statement to you as you gave it to Parkhurst rather that you felt here was a man whom if you did not have him on your side might exert influence on the other side? A. Not exert influence, no; his methods of examination, cross-examination, in his tactics or anything else, that doesn't mean any impropriety, his knowledge of the courts.

Q. He was a trial lawyer? A. I did not know; Mr. Belknap wasn't a trial lawyer. He himself did not take part in these cases by examination or cross-examination, but he was the leader of the whole thing and the manager of all our litigation; he was qualified to do it but didn't do it.

Q. I'd be less than frank, Mr. Witness, if I didn't tell you that I can't find either in what you know generally about the lawyer in question or in any of your answers, any reason for bringing him in to this case, that is, any reason of the nature that you ascribe, that is, if he was such an outstanding person or was expected to contribute so much—I make it in fairness to you. A. That's all right, you are a lawyer; I am not.

Q. You may understand the difficulty I have with your testimony. A. You are a lawyer and experienced in that;

I am not. We have hired other attorneys and paid them equal and bigger fees since.

Q. Did it ever come to your attention or has it even up to the present time, that Morgan Kaufman was a close friend of Judge Davis's? A. I have no knowledge.

Q. Did you know that Morgan Kaufman was accustomed to spend his winters in Florida with Judge Davis as his guest from time to time? A. I may have been told since these newspaper reports came out and I may not, I don't know. I think on one occasion I inquired for him and I think he was down in Florida.

When you learned this, did your mind flash back to the fact that it was Judge Davis who had written the opinion in your case in the Circuit Court of Appeals sustaining your position? A. My mind doesn't work that way. If I was suspicious of every man who sat down to dinner with a judge and passed on a case of his or visited with him, well, I don't know, I think all the attorneys would be pretty well ruled out, I don't see, my experience——

Q. Is your answer to my question, no? A. All right, then I will answer it no.

Q. How long a statement do you want to make?

(Witness excused and then recalled.)

The Witness: I want to correct a statement I made in answer to one of your recent questions, have I seen any of our other attorneys? Yes, yesterday afternoon, Mr. Dwight, who is a director of our company, I reported to him about the Washington situation and told him I had to appear here. I am glad you didn't catch me on that with the thought that I tried to conceal it. It just occurred to me.

Amici Exhibit 32

Q. Understand this, we are not trying to catch you in anything. A. That's your job.

Q. It is not our job to catch you. It is our job to get the facts. I want you to be clear here.

Foreman: Mr. Halle, you are subject to call and we prefer that you make the statement after your appearance.

Q. You are adjourned, subject to call. A. Will you give me the opportunity? It won't take me three minutes.

Q. All right, if you can make it in three minutes. A. We started a suit under Belknap, Reichmann in 1916 against Standard Oil of Indiana; that suit lasted until 1931 and then was settled by a sell-out of our company to these various interests we were litigating, especially Indiana. That suit lasted through the years and before a Master it never got to a decision in court. Senator James Reid was one of our counsel. Mr. Charles German of Kansas City was another of our counsel. They were paid their per diem rates as we went on, some basis, I don't recall, and when the settlement was made, Senator Reid started suit against us for one million dollars additional compensation and went to court on it. Mr. German of Kansas City started suit against us for one million dollars additional compensation. They didn't get it; but they got substantial sums. I only want to indicate to you, you know, yes, a fee of $10,000 is a big fee; of $25,000 is still larger, and so on, but that's in the nature of our business, it is to protect our property and that means against attacking of infringements by pirates all over the world. We have our litigation abroad as well as in this country. That's all the statement I wanted to make to you at this time.

Mr. Correa: You are excused subject to call by our office.

(Witness excused)

Amici Exhibit 33

SUPREME COURT OF THE UNITED STATES

No. 417 ——— , *October Term, 1935*

ROOT REFINING COMPANY,
Petitioner,

v.

UNIVERSAL OIL PRODUCTS COMPANY.

DOCKET ENTRIES.

1935

Sept. 3—Petition for writ of certiorari and exhibit thereto filed.

Sept. 3—Appearance of Arthur C. Denison entered for petitioner.

Sept. 3—Brief of petitioner filed.

Sept. 3—Stipulation to dispense with printing certain exhibits filed.

Sept. 3—Proof of service of notice, petition, brief and record filed.

Sept. 23—Appearance of Thomas G. Haight entered for respondent.

Sept. 23—Brief of respondent filed.

Oct. 1—Reply brief of petitioner filed.

Oct. 11—Petition distributed.

Oct. 21—Petition denied.

A true copy:

Test:

CHARLES ELMORE CROPLEY, Clerk
Supreme Court of the United States.
By
HAROLD B. WILLEY,
Deputy.

Amici Exhibit 34

SUPREME COURT OF THE UNITED STATES

No. 418 — — , October Term, 1935

ROOT REFINING COMPANY,
Petitioner,

v.

UNIVERSAL OIL PRODUCTS COMPANY.

DOCKET ENTRIES.

1935

Sept. 3—Petition for writ of certiorari and exhibit thereto filed.

Sept. 3—Appearance of Arthur C. Denison entered for petitioner.

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Sept. 3—Stipulation to dispense with printing certain exhibits filed.

Sept. 3—Proof of service of notice, petition, brief and record filed.

Sept. 23—Appearance of Thomas G. Haight entered for respondent.

Sept. 23—Brief of respondent filed.

Oct. 1—Reply brief of petitioner filed.

Oct. 11—Petition distributed.

Oct. 21—Petition denied.

A true copy:

Test:

CHARLES ELMORE CROPLEY, Clerk
Supreme Court of the United States.
By
HAROLD B. WILLEY,
Deputy.

Amici Exhibit 35

COPY OF WESTERN UNION TELEGRAM

October 21, 1935.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Petition for certiorari cases Root Refining against Universal Oil denied today.

CHARLES ELMORE CROPLEY, Clerk.

Collect.
Nos. 417-8
P.

Amici Exhibit 35

SUPREME COURT OF THE UNITED STATES

I, CHARLES ELMORE CROPLEY, Clerk of the Supreme Court of the United States, do hereby certify that the ~~foregoing~~ attached paper is ——— ~~pages, numbered from ——— to ———, inclusive, contains~~ a true copy of the telegram sent to counsel for the Universal Oil Products Company advising of the denial of the petition for writs of certiorari ——— in the cases of

ROOT REFINING COMPANY,
Petitioner,

vs.

UNIVERSAL OIL PRODUCTS COMPANY

Nos. 417 and 418, October Term, 1935, as the same remains upon the files ~~and records~~ of said Supreme Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Supreme Court, at the City of Washington, this twentieth ——— day of April ———, A. D. 1942.

CHARLES ELMORE CROPLEY,
Clerk of the Supreme Court of the United States.

By
HAROLD B. WILLEY,
Deputy.

Amici Exhibit 36

Statement
of
JUDGE THOMAS G. HAIGHT

15 Exchange Pl.
Jersey City, N. J.
Phone: Bergen 4-2000

Home: Englewood, N. J.
Phone: Englewood 3-2237

Present:

WALTER H. GAHAGAN, JR.,
Assistant U. S. Attorney.

AMEDEO L. LAURITANO,
Assistant U. S. Attorney.

Stenographer: S. L. FRIEDLANDER
Date: May 14, 1941.

By Mr. Gahagan:

Q. Judge Haight, you were formerly a judge of the United States District Court? A. Yes.

Q. Of what District? A. New Jersey.

Q. Did there come a time when you were appointed to the Circuit Court of Appeals bench? A. Yes.

Q. When was that, sir? A. 1919.

Q. How long did you serve on that bench? A. Until June 1920.

Q. You resigned at that time? A. Yes, sir.

Q. To take up private practice? A. Yes.

Q. What was the reason you resigned? A. Because I did not feel that upon the salary then existing, which was something like $4000 less than it is at the present time, I couldn't stay there in justice to my family.

Amici Exhibit 36

Q. You have been in private practice in New Jersey since that time? A. Yes, sir, but my practice has become very widespread. I have gotten into a great deal of patent litigation and that has taken me to a great many parts of the country.

Q. Did there come a time in your practice when you met Morgan S. Kaufman? A. I met him first socially.

Q. When did you meet him? A. I should say it was either 1930 or 1931, it may have been a year before.

Q. Under what circumstances did you meet him? A. Either in Judge Buffington's apartment in Philadelphia when I called to see the Judge on one occasion, a purely social call, he having been an associate of mine in the Circuit Court of Appeals or at a patent lawyers' dinner here in New York where he was introduced to me by Judge Davis.

Q. You do recall there was a patent lawyers' dinner which you attended at which both Morgan S. Kaufman and Judge J. Warren Davis likewise attended? A. Yes.

Q. And that both Morgan Kaufman and Judge Davis were at that dinner together? A. They were at the dinner but I don't know whether they came together.

Q. Were you attorney in a case called Universal Oil v. Root Refining Company? A. I was, several times.

Q. Were you brought into that case? A. I think I was brought in when it was brought first.

Q. Whereabouts was that? A. Wilmington, Delaware.

Q. When was that? A. I can't tell you when the bill was signed; it may have been 1929, 1928 or 1930.

Q. Who got you into that case? A. I think I was retained by Mr. Belknap, but I am not sure because he generally did everything. I was in the long case which the Texas Company brought against the Warner-Quinlan Co. That case was tried in New Jersey starting in 1928. I remember it very well because it was the year I had a rather serious operation. When they determined to sue the Root

Company as well as a number of others, I just went along as a matter of course.

Q. Was Morgan Kaufman retained by the Universal Oil Co. during the progress of the Root litigation? A. I can only give you that by hearsay, and taking it on that basis I say yes.

Q. As far as you were concerned, you had no conferences with him with respect to the Universal Oil-Root case at any time? A. I had one or two talks with him later on.

Q. When would that be? A. That would have been 1934.

Q. What was the substance of those conversations? A. I think the first—maybe it was a telephone conversation,—was that he asked me what the condition of the case was, and I had this other case, mentioned to you a moment ago, it was in that period of time. I do recall an occasion up in Scranton, when I was up there on the settling of the order in the Tri-Ergon case. He asked me the condition of the case.

Q. Meaning the Universal Oil case? A. Yes, and expressing a willingness to do whatever I could, whatever we wanted him to, and I told him I would let him know.

Q. Did you ever let him know? A. I never asked him to do anything. When we were preparing the brief here in New York, I called him over and told him we thought it inadvisable to put his name on the brief, because I knew from what had been told me once down there that a resettlement had occurred when someone was put in a brief that wasn't in the lower court and wasn't a patent lawyer, and I was afraid of the effect it would have on Judge Buffington particularly, because his brother was a pretty warm friend of Judge Buffington's. He agreed with that.

Q. He did no work with respect to the brief? A. No, it would have been useless to have him do work with respect to the brief. We were pressed for time.

Q. He didn't know anything about the progress of that case as far as you know? A. I think he knew from time to time how it progressed.

Amici Exhibit 36

Q. But as for doing any work with respect to the matters, he didn't do any work? A. He must have known when it was decided in the District Court and probably knew when it was argued in the Circuit Court of Appeals.

Q. As far as active participation and preparation of the brief or the case in any way, he did nothing? A. That's right.

Q. Did you have anything to do with the hiring of Morgan Kaufman in that particular case? A. No, I didn't.

Q. Do you know who did? A. Yes. I know by hearsay —Mr. Belknap.

Q. As far as you yourself went, did you actively participate in the conduct of that particular litigation? A. It nearly killed me.

Q. You were familiar with everything that went on during the course of the case? A. Yes.

Q. At these conferences in connection with the case and its progress you were present? A. What conferences do you mean?

Q. Conferences between attorneys with respect to what steps were to be taken and what was going to be put in the brief? A. When the first brief was drawn in the District Court I was very ill, and the argument of the case was held over until I could get out. I didn't have so much to do with the preparation of that brief in the first instance, as I would have ordinarily had to do.

Q. With respect to the conduct of the case and its various ramifications before the Third Circuit Court of Appeals, you are thoroughly familiar with all that? A. Oh yes.

Q. You had numerous conferences with the attorneys representing Universal Oil, is that right, sir? A. I can't say how many numerous conferences; we had conferences.

Q. Morgan S. Kaufman was present at those conferences? A. No.

Q. His advice, in other words, was not sought in any way with respect to the conduct of that litigation? A. No, he knew nothing about it.

Amici Exhibit 36

Q. Did there come a time when Morgan Kaufman sought your advice with respect to certain other litigation which he had? A. Yes. Taking the last one first——

Q. What was the name of that? A. American Safety Table Co. v. Singer Sewing Machine Co. Mr. Kaufman either came to see me or telephoned me, I can't recall which. He told me that his brother had a client who had a patent case and which Judge Kirkpatrick—I may be drawing on my present memory of Kirkpatrick—had decided against them and he wanted my advice as to whether it was worth while to take the case up on appeal. I was very busy at the time and referred the case to a friend of mine in New York, Mr. Oscar Jeffery, as to an opinion. He gave me an opinion and then I communicated that to Kaufman. I was trying to think—in that period it didn't occur to me that I could argue the case owing to the press of other matters, and I discussed with him, I am sure, the question as to whether he should turn it over to Jeffery or get Samuel E. Darby, Jr. At any rate I did get Mr. Darby, submitted the whole thing to him. Mr. Darby went over it. He came to my office and explained the whole situation to me.

On the strength of that we determined that we would advise Mr. Kaufman that his chances of success in the Court of Appeals were reasonably good, certainly enough to justify an appeal. Whereupon we took the briefs that had been prepared and prepared a reply brief. I was advised at the time that Mr. Stoughton, who had been the attorney in the court below, and who I knew was a very old gentleman, would not desire to argue the case in the Court of Appeals. Darby and I finally argued the case.

Q. Was there any other case which you were in with Mr. Kaufman? A. Case in the District of New Jersey.

Q. What was the name of that case? A. Kelly Springfield Tire v. United States.

Q. Was that a tax matter? A. Yes.

Amici Exhibit 86

Q. Did you take that matter to the Circuit Court of Appeals? A. I didn't argue it there. The case, I think, as a courtesy to Moses & Singger, was sent down to them, the appeal papers and things of that kind.

Q. Was it Mr. Kaufman who brought you into that case? A. I think in connection with Moses & Singer, the attorneys for the Kelly Springfield Tire Co.

Q. Was there any other name of a man that stood out in the case? A. No others, only the attorneys.

Q. That case was not argued by you before the Circuit Court of Appeals? A. No. I didn't go into the case in the Circuit Court of Appeals in the second appeal because it had to be entirely on a contingent basis.

I spent all the time I cared to spend on it, the company was then in the hands of a receiver, only a certain amount allowed to print the record, and I didn't think it was more than a reasonable chance of succeeding in the Circuit Court of Appeals.

Q. Was there any other case in which you were associated with Mr. Kaufman? A. Only the case in the Eastern District Court of Pennsylvania, Universal Oil Products Co. v. Crew-Levick Co.

Q. Do you know the circumstances of Mr. Kaufman being hired in that matter? A. That grew out of the other.

Q. The Root case? A. Yes. We had to have a local attorney and Mr. Kaufman was retained in connection with that case.

Q. Do you know what he did with respect to that case, what action was taken by him? A. He did whatever was required of him as local attorney up to that time.

Q. The correspondence with respect to that was between someone other than yourself? A. Some was with me, but I think the majority of it was with Mr. Thomas.

Q. In what status is that proceeding now? A. The prosecution of it is stayed pending the outcome of a case which

has been tried in the Chicago District of Illinois, and is awaiting decision there.

Q. Have you had any conferences with Mr. Kaufman in respect to the Crew-Levick case? A. Some of them. The first conference was with Mr. Behrens.

Q. Were you there at the time? A. Between Kaufman and Behrens.

Q. How many conferences have you had with Mr. Kaufman about the case? A. I can't tell you.

Q. How many would you say, 2, 3 or half a dozen? A. I know we had a conference prior to a motion before Judge Welch. I have had conferences as to why we weren't proceeding with it, maybe 3 or 4, but not going into the details.

(Off the Record.)

Q. Did you have anything to do with the arrangement for the fee of Morgan Kaufman, if any, in the Universal Oil v. Root case? A. I sat in at a conference between Mr. Halley, the president of the company; Mr. Dwight and Mr. Whitney, who were counsel for the company, at which the fee that was paid them or which Mr. Halley had bargained for was approved.

Q. How did that conference come about? A. Mr. Halley asked us to come there.

Q. To come where? A. I think at his office, maybe at Dwight's.

Q. Do you know what figure was arrived at for his services? A. Yes, $25,000.

Q. How was that figure arrived at? A. Going back a bit, I am simply taking what Mr. Halley said—he had discussed the figure with him and it was based on less than $10,000 a year as a retainer, what the English call a hold-off retainer.

Q. What do you mean by that? A. Retainer where you get a man, so that he is not available to anybody else.

Amici Exhibit 36

Q. That was the reason for paying the fee to Mr. Kaufman, for not doing any work so that he would not do any work for anybody else? A. I don't think you put that exactly right. The fee was paid because he had been on a retainer for something like three years, or a little more, during which time it would have been impossible for him to have done any work had he been employed by any other oil company whose interests might have conflicted with those of Universal.

Q. Therefore, the fee was paid for not doing work rather than for work he did? A. The fee was paid for being on a retainer which disenabled him from doing any work for anybody else had he been so inclined.

Q. Breaking it down one step, the retainer was paid for the purpose of disenabling him to do any work for any other oil company? A. I think that's fair, if you understand that at the beginning that Mr. Belknap was quite willing to have him participate in the case, and the fact that he didn't participate—that is, could not, was due to the rest of us. We had too many lawyers and too much to do to teach anybody who didn't know anything. There was another lawyer from Chicago, a competent lawyer from Chicago that we sent back; we had Judge Morris, Mr. Hall, Mr. Thomas, Mr. Whitney—who was there for a good part of the trial; we had the local man, Mr. Berl, he just came in and out.

Q. You mean local in Philadelphia? A. No, Wilmington.

Q. Is Mr. Kaufman considered among you lawyers as an expert patent attorney? A. He is not a patent attorney. Understand that the best amount of work in this case was better than the patent work. We built up the tremendous commercial success of the invention of this particular patent —I was something like eight days putting that testimony in."

Amici Exhibit 87

1935		
Oct 18-	U-10095-	$25,000=00
1936		
Mar. 18,	U 3120	$10,000=
July 27,	U-7203	$ 5,000=
Dec. 2,	U-12005	$10,000=
		$50,000=

Amici Exhibit 38a

Chicago, Ill.....

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of—

..... $.....

..... Dollars

On account of.....

.....

.....

CHARGE TO .....

Approved.....

Total Advance..... Approved.....

THE ENCLOSED CHECK IS IN SETTLEMENT OF THE FOLLOWING ITEMS:

DATE	PARTICULARS	AMOUNT

Amici Ex

Form 94 UNIVERSAL OIL PRODUCTS CO., 310 S. MICHIGAN AVENUE, CHICAGO, U. S. A.

8 1

19~~0~~

Amici Exhibit 38b

2612

Amici Ex. 38c

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 38c

Amici Exhibit 38c

VOUCHER NUMBER
DATE ISSUED

CHECK NO.
DATE PAID

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

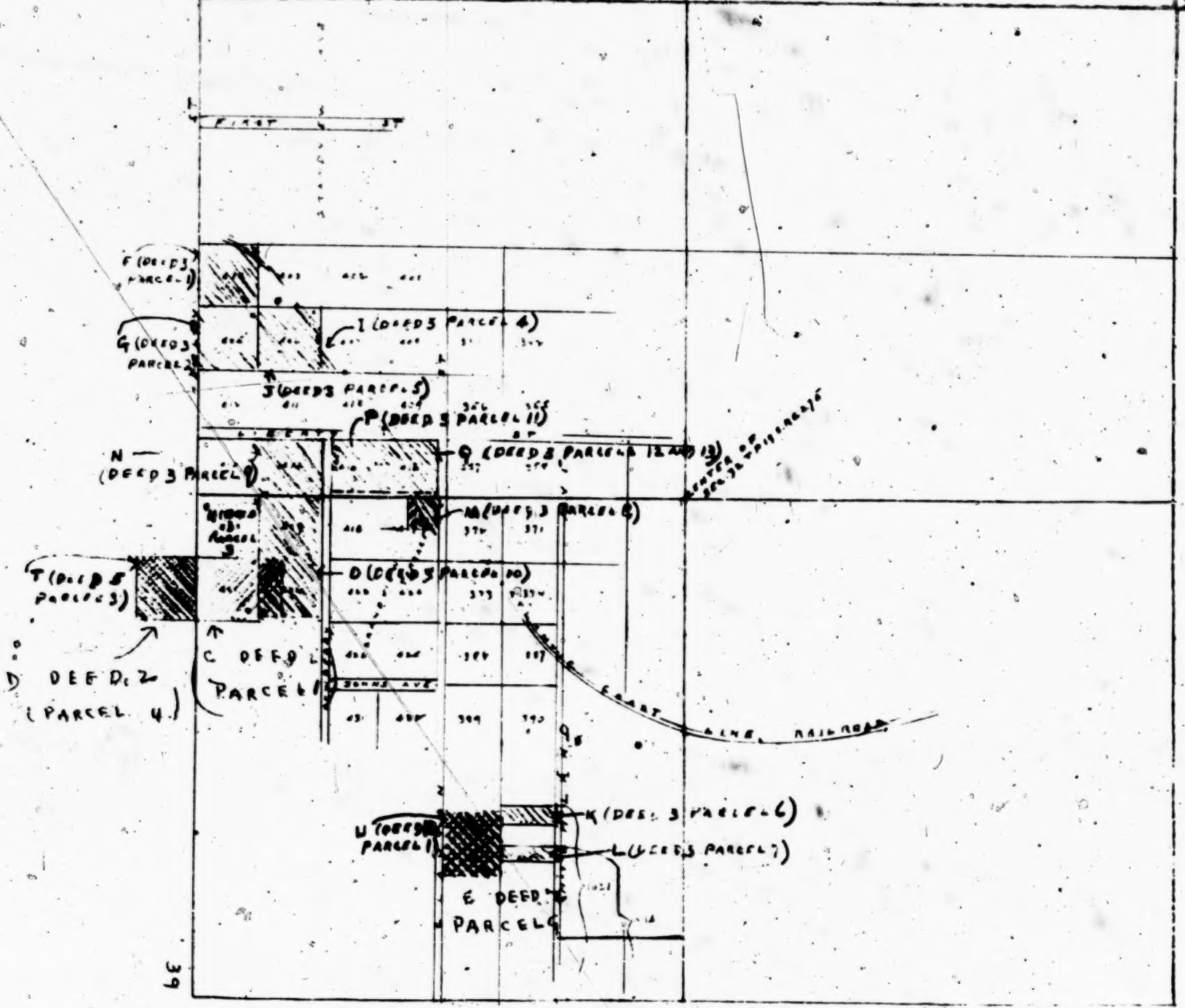
TO

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS

FORM 94


F (DEED 3 PARCEL 1)
G (DEED 3 PARCEL 2)
I (DEED 3 PARCEL 4)
J (DEED 3 PARCEL 5)
P (DEED 3 PARCEL 11)
Q (DEED 3 PARCELS 12 AND 13)
N (DEED 3 PARCEL 9)
M (DEED 3 PARCEL 8)
D (DEED 3 PARCEL 10)
T (DEED 3 PARCEL 3)
C DEED 2 PARCEL 1
D DEED 2 (PARCEL 4)
JOHNS AVE.
EAST BAY LINE RAILROAD
K (DEED 3 PARCEL 6)
L (DEED 3 PARCEL 7)
U (DEED 3 PARCEL 1)
E DEED 2 PARCEL 6
MORGAN S. KAUFMAN
JOHN WILKINS SAWYER

Amici Exhibit 89

2015

Amici Exhibit 40

THIS INDENTURE, Made this 4th day of June, A. D. 1929, between C. L. Stokley, also known as Charles L. Stokley, and his wife, Delta M. Stokley, of Mount Dora, Lake County, State of Florida, parties of the first part, and John Wilkins Sawyer, of 137 Elwood Street, Kempstella Heights, Norfolk, Norfolk County, Virginia, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and his heirs and assigns forever, all those certain parcels of land lying and being in the County of Lake, and State of Florida, more particularly described as follows:

Situate, lying and being in the State of Florida, in the County of Lake, and in the Town of Mount Dora, and known as and being the East Half of the East Half of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section Twenty-nine (29), Township Nineteen (19) South, Range Twenty-seven (27) East. ALSO

Situated in the County of Lake and State of Florida, to-wit: All the land lying South and West of the A. C. L. R. R. in the South Half ($S\frac{1}{2}$) of the East Half ($E\frac{1}{2}$) of the South half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 32, Township 19 South, Range 27 East, a strip of land 25 feet wide running east and west on the south side of the above described land is reserved for a public highway and called Robie Street or avenue according to the official map of the Town of Mt. Dora, Florida; also the bank of sand on the A. C. L. R. R. right of way is reserved by C. D. Smith to be used for town fills and improvements. ALSO

MORGAN S. KAUFMAN
JOHN WILKINS SAWYER
WARREN DAVIS

Amici Exhibit 40

Beginning 135 feet North of the Southeast corner of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 29, Township 19, South Range 27 East, running thence North two hundred sixteen (216) feet, thence West three hundred thirty (330) feet, thence South eighty-one (81) feet, thence East one hundred fifty (150) feet, thence South seventy-five (75) feet, thence West one hundred fifty (150) feet, thence South sixty (60) feet, thence East three hundred thirty (330) feet to place of beginning excepting the right of way on the East for street being Grandview Street. ALSO

Lots 11 and 12 of Grandview Terrace, a subdivision in the Town of Mount Dora, Lake County, Florida, in Section 32, Township 19 South, Range 27 East, according to the Official plat recorded in the office of the Clerk of the Circuit Court at Tavares, Florida. ALSO

Beginning at the Southwest corner of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter, of Section 29, Township 19, South Range 27 East, running thence East 145 feet more or less to tract Deeded to Allen Sherman, thence thence North 132 feet thence West 145 feet more or less to the West line of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the above Section, running thence South 132 feet to place of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

Amici Exhibit 40

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
in our presence:

Robt. H. Wingfield
Gladys McFadden

C. L. STOKLEY (SEAL)
DELTA M. STOKLEY (SEAL)

[Acknowledged, Certified and Verified.]

Amici Exhibit 41

This indenture, made this 5 day of June A. D. 1929, by and between C. L. STOKLEY, — of Mount Dora, Lake County, Florida, party of the first part, and JOHN WILKINS SAWYER, of Norfolk, Va., 137 Ellwood Street, party of the second part, witnesseth that the said party of the first part for and in consideration of the sum of ten dollars and other valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged has granted, bargained sold and transferred, and by these presents does grant, bargain, sell and convey and transfer unto the said party of the second part and his heirs and assigns forever, all those certain parcels of land lying and being in the County of Lake, in the State of Florida, subject to the mortgages that show on record in the clerks office at Tavares, Lake County, Florida, said properties better described as follows:

1. West 460 feet of S. ½ of the NW¼ of the NW¼ of the SW¼ Section 32, Twp 19, Range 27, containing about three acres.

2. Begin 50 feet North of the SE corner of the NW¼ of the NE¼ of the SW¼ Section 32, Twp 19, Range 27; running thence North 280 feet; thence West 200 feet; thence South 332 feet; thence East 75 feet; thence North 50 feet; thence East 125 feet containing about 1½ acres.

3. Begin NE corner of the SE¼ of the NW¼ of Section 29, Twp 19, Range 27, running South 20 rods, thence East 8 rods, thence North 20 rods; thence West 8 rods, containing about one acre.

4. Begin 20 rods South of the NE corner of the SE¼ of Section 31, Twp 19, range 27, running South 20 rods, west 20 rods, North 20 rods, East 20 rods in Robinsons Sub-division, containing about 2½ acres.

Amici Exhibit 41

5. The East ½ of the East ½ of the South ½ of the NE¼ of the SW¼ of Section 32, Twp 19, range 27, lying South of the railroad, and containing about three acres.

6. N ½ of the NW ¼ of the NW¼ of the SW¼ of Section 32, Twp 19, Range 27 containing about 10 acres.

7. All of the N ½ of the SW ½ of the NW ½ of Section 32, Twp 19, Range 27, lying west of the railroad containing about 6 acres.

8. The SE corner of the SE ¼ of the SE ¼ of SW ¼ of the NW 1. 4 of Section 32, Twp 19, range 27, containing one half acres.

9. South i/2 of the NW ¼ of the SE ¼ of the SW ¼ of section 32, Twp 19, range 27, containing about 4½ acres, less ½ acre heretofore deeded by party of the first part, to JIM PERRY, as evidenced by his deed of record among the public record of said county.

Together with all the tenements and appurtenances thereunto belonging to the said party of the first part, subject to the mortgages on those pieces of property where recorded in the books of the County. In witness whereof, the party of the first part hereunto sets his hand and seal, the day and year above written.

Signed, sealed and delivered
in our presence

A. W. Sheppard
H. T. Wrennick

C. L. STOKLEY (SEAL)
DELTA M. STOKLEY (SEAL)

[Acknowledged, certified and verified.]

Amici Exhibit 42

This INDENTURE, Made this 25th day of November, A. D. 1935, BETWEEN TOWN OF MOUNT DORA, a Municipal Corporation duly organized and existing under the laws of Florida, having in principal office in Mount Dora, Lake County Florida, party or first part, and Morgan S. Kaufman, of the County of Lackawanna, State of Penhsylvania, party of the second part;

WITNESSETH, that WHEREAS, the Town of Mount Dora did advertise for two consecutive weeks notice of sale of the hereinafter described lands, the same to be sold at ten o'clock A. M. Monday, November 25th, A. D. 1935, to the highest and best bidder for cash;

AND WHEREAS, said lands were sold to the party of the second part herein for the sum of Ten Thousand Dollars, he being the highest and best bidder for cash, and said amount being the highest amount bid for said lands;

AND WHEREAS, the sale of said lands to the party of the second part herein, for the consideration aforesaid, subject to State and County Taxes, was duly confirmed by the Town Council of the Town of Mount Dora in special meeting duly assembled for that purpose, at 10:30 A. M. November 25th, A. D. 1935;

BE IT FURTHER WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN THOUSAND ($10,000.00) Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and his heirs and assigns forever, all that certain parcels, lots and tracts of land lying and being in the County

of Lake and State of Florida, more particularly described as follows:

Block 404, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 405, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 419, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That portion of Block 407, Section 32, according to the official map of the Town of Mount Dora, lying East of Grandview Street and West of the railroad, said map being recorded among the public records of Lake County, Florida;

ALSO

Block 406, Section 32, according to the official map of the Town of Mount Dora, and that portion of block 407 Section 32, lying West of Grandview Street, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That parcel of land described as beginning at a point 686 feet west and 1021 feet North of Southeast corner of Southeast Quarter of Southeast Quarter of Southwest Quarter, Section 32, according to the official map of

Amici Exhibit 42

Mount Dora, run thence South 105 feet along West side of Highland Street, West 305 feet, North 105 feet, and thence East 305 feet to point of beginning;

ALSO

Begin at a point 686 feet West and 814 feet North of Southeast corner of Southeast Quarter of Southeast Quarter of Southwest Quarter of Section 32, Mount Dora, thence South 76 feet along West side of Highland Street, West 305 feet, North 76 feet, East 305 feet to point of beginning;

ALSO

That parcel of land adjoining the A. C. L. right-of-way N. E. of Lots 11 and 12, Grandview Terrace Sub. and beg. at the N. W. Cor. Oak Ave. & Clayton Street, running North 100 feet, thence Northwesterly 90 feet along A. C. L. right-of-way, W. 60 feet, Southeasterly 170.5 to N. P. L. Oak Avenue, thence East along N. P. L. Oak Ave. to point of beginning;

ALSO

Block 414, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 422, Less South 40 feet, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 415, Section 32, according to the official map of the Town of Mount Dora of record among the public records of Lake County, Florida;

Amici Exhibit 42

ALSO

That portion of Block 416, Section 32, according to the official map of the Town of Mount Dora, lying East of the Atlantic Coast Line Railroad right-of-way;

ALSO

That portion of Block 416, Section 32, according to the official map of the Town of Mount Dora, lying West of the Atlantic Coast Line Railroad right-of-way;

ALSO

The North 265.3 feet of Block 415, Section 32, according to the official map of the Town of Mount Dora recorded among the public records of Lake County, Florida,

($10.00 Fla. doc. stamps cancelled)
($10.00 Fed. doc. stamps cancelled)

PROVIDED, HOWEVER, that each and every lot and parcel of land aforesaid described, and hereby conveyed, is hereby expressly sold and conveyed subject to all present and past State and County tax liens, for taxes levied against said lands by the County of Lake and State of Florida, and party of second part assumes said tax obligations;

SAID LANDS being hereby conveyed together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

AND the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free from all incumbrances, except State and County Taxes aforesaid excepted, and

that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said lands, except as to State and County Taxes, and only against persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Mayor, and its corporate seal to be affixed by its Clerk the day and year above written.

TOWN OF MOUNT DORA

By M. V. Simpson
As Mayor

(Town Seal)

ATTEST: Wm. J. Johnson
As Clerk

Signed, Sealed and Delivered in presence of:

THOMAS H. COOLEY

ISOLDE DAHLIN

[Acknowledged, certified and verified.]

Amici Exhibit 43

THIS INDENTURE, Made this 25th day of November, A. D. 1935, between C. L. Stokley and wife, Delta M. Stokley, of the County of Lake and State of Florida, parties of the first part, and Morgan S. Kaufman of the County of Lackawanna and State of Pennsylvania party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Ten Dollars and other valuable considerations, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and his heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

Block 404, Section 32, according to the official map of the town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 405, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 419, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That portion of Block 407, Section 32, according to the official map of the Town of Mount Dora, lying east of

Grandview Street and west of the railroad, said map being recorded among the public records of Lake County, Florida;

ALSO

Block 406, Section 32, according to the official map of the Town of Mount Dora, and that portion of Block 407, Section 32, lying west of Grandview Street, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That parcel of land described as beginning at a point 686 feet west and 1021 feet north of southeast corner of southeast quarter of southeast quarter of southwest quarter, Section 32, according to the official map of Mount Dora, run thence South 105 feet along west side of Highland Street, west 305 feet, north 105 feet, and thence east 305 feet to point of beginning;

ALSO

Begin at a point 686 feet west and 814 feet north of SE corner of SE¼ of SE¼ of SW¼ of Section 32, Mount Dora, thence south 76 feet along west side of Highland Avenue, West 305 feet, north 76 feet, east 305 feet, to point of beginning;

ALSO

That parcel of land adjoining the A. C. L. right-of-way N. E. of Lots 11 and 12 Grandview Terrace Sub. and beg. at the N. W. Cor. Oak Ave. & Clayton St., running north 100 feet, thence northwesterly 90 feet along A. C. L. right-of-way, W. 60 feet, southeasterly 170.5 feet to N. P. L. Oak Ave., thence E. along N. P. L. Oak Ave. to point of beginning;

Amici Exhibit 43

ALSO

Block 414, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida, at Tavares, Florida;

ALSO

Block 422, less the South 40 feet, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, at Tavares, Florida;

ALSO

Block 415, Section 32, according to the official map of the Town of Mount Dora of record among the public records of Lake County, Florida;

ALSO

That portion of Block 416, Section 32, according to the official map or plat of the Town of Mount Dora, lying East of the Atlantic Coast Line Railroad right of way;

ALSO

That portion of Block 416, Section 32, according to the official map of the Town of Mount Dora, lying west of the Atlantic Coast Line Railroad right of way;

ALSO

The north 265.3 feet of Block 415, Section 32, according to the official map or plat of the Town of Mount Dora recorded among the public records of Lake County, Florida;

(10¢ Fla. doc. stamp cancelled)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any-

wise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

L. R. Tremain
W. E. Snell

C. L. Stokley (SEAL)
Delta M. Stokley (SEAL)

[Acknowledged, certified and verified.]

Amici Exhibit 44

THIS INDENTURE, Made this 31st day of July, A. D. 1935, between John Wilkins Sawyer and Julia A. Sawyer, his wife of the first part, and Town of Mount Dora, a municipal corporation of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipts whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, all the parcels and tracts of land situate, lying and being in the County of Lake, State of Florida, described as follows:

Block 404, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 405, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 419, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That portion of Block 407, Section 32, according to the official map of the Town of Mount Dora, lying east of Grandview Street, said map being recorded among the public records of Lake County, Florida;

Amici Exhibit 44

ALSO

Block 406, Section 32, according to the official map of the Town of Mount Dora, and that portion of Block 407, Section 32, lying west of Grandview Street, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That parcel of land described as beginning at a point 686 feet west and 1021 feet North of Southeast corner of Southeast Quarter of Southeast Quarter of Southwest Quarter, Section 32, according to the official map of Mount Dora, run thence South 105 feet along West side Highland Street, West 305 feet, North 105 feet, and thence East 305 feet to point of beginning;

ALSO

Begin at a point 686 feet west and 814 feet north of SE corner of $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 32, Mount Dora, thence south 76 feet along west side of Highland Avenue, West 305 feet, North 76 feet East 305 feet, to point of beginning;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, separate estate, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the above described premises and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurte-

Amici Exhibit 44

nances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first parties have hereunto set their hands and seals the day and year first above written.

John Wilkins Sawyer (SEAL)
Julia A. Sawyer (SEAL)

Signed, sealed and delivered
in the presence of:

T. O. Williams Jr.
L. O. Harcum
As to both Parties

[Acknowledged, certified and verified.]

Amici Exhibit 45

THIS WARRANTY DEED OF CONVEYANCE, Executed this 25th day of November, in the year of our Lord one thousand nine hundred and thirty-five BY AND BETWEEN Charles L. (also known as C. L.) Stokley, being one and the same person, joined by his wife, Delta Stokley, of the first part, and Morgan S. Kaufman, of the City of Scranton, County of Lackawanna, and State or Commonwealth of Pennsylvania, of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten dollars and other valuable considerations DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do give, grant, bargain, sell, alien, enfeoff, remise, release, convey and confirm unto the said party of the second part, and his heirs, that certain property in the County of Lake and State of Florida, described as follows:

#1. Group of 9 Negro tenant houses)
East half (E1/2) of the East half (E1/2) of the North-west quarter (NW1/4) of the South-east quarter (SE1/4) of the South-west quarter (SW1/4) of the North-west quarter (NW1/4) of Section 29, Township 19 South, Range 27 East.

#2, Cement block store buildings)
Begin 135 feet north of the South-east corner of the SE1/4 of the SW1/4 of the SW1/4 of the NW1/4 of Section 29, Township 19 South, Range 27 East; for point of beginning, run West to a point on the West side or street line of Grandview Street, thence on further West for 50 feet, thence North 89 feet, thence East for 50 feet to point on West side or street line of Grandview Street, thence South along West side or street line of said street to point of beginning.

Amici Exhibit 45

=3 Pet Grove:

Begin at point 20 rods south of the North-east (NE) corner of the South-east (SE) quarter of Section 31, Township 19 South, Range 27 East, thence run South 20 rods, West 20 rods, North 20 rods, and East 20 rods to point of beginning.

($1.00 Fla. doc. stamp cancelled)
($1.00 Fed. doc. stamps cancelled)

TOGETHER with all and singular the residences, houses, business bldg., tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, homestead, dower and right of dower, separate estate, property, possession, claim and demand whatsoever, at law and in equity, either and both, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof; TO HAVE AND TO HOLD the above described premises, each and every, unto the said party of the second part, his heirs and assigns, in fee simple, absolute, indefeasibly, forever.

And the said parties of the first part, for them and their heirs, executors and administrators, jointly and severally, covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that the said parties of the first part, at the time of the sealing and delivery of these presents, are lawfully seized in fee simple of a good, absolute and indefeasible estate of inheritance of and in all and singular the above described premises, each and every, and have good right, full power and lawful authority to convey the same in manner and form aforesaid; that the said party of the second part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess

and enjoy the above described premises, and every part and parcel thereof, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; that the same, all and singular, are free, clear, discharged and unincumbered of and from all former and other titles, clouds and incumbrances of what nature and kind soever; that the said parties of the first part, their heirs, executors and administrators, each and every, shall make, execute and acknowledge such further and other deeds and assurances as by counsel learned in the law may be considered reasonably proper to effectuate the full intent and meaning of this instrument.

And the said parties of the first part for them and their heirs, the above described premises, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

This alienation is with the joint consent of husband and wife, where that relation exists.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals each in the presence of two subscribing witnesses.

Signed, sealed and delivered

in presence of us:
L. R. Tremain
as to both
W. E. Snell

Charles L. Stokley (Seal)
Delta Stokley (Seal)

[Acknowledged, certified and verified.]

Amici Exhibit 46

IN CONSIDERATION OF THE SUM OF Ten Thousand and Ninety Dollars and Thirty-three cents ($10,090.33) receipt of which is hereby acknowledged as a loan and advance C. L. STOKLEY, of Mt. Dora, Florida, hereinafter mentioned as GROWER, hereby covenants and agrees to deliver to the EUSTIS PACKING COMPANY, a Florida corporation, hereinafter mentioned as COMPANY, his entire crops of merchanteable Citrus Fruit raised and grown on following described property:

N½ of NW¼ of NW¼ of SW¼ Section 32, Township 19, Range 27 E. also known as HOME GROVE; also

All the land lying South and West of the ACL Railroad, in the South ½ of the East ½ of South ½ of the NE¼ of SW¼ of Section 32, Township 19, Range 27 E., also known as KID KNIGHT GROVE; also

West 460 feet of S½ of NW¼ of NW¼ of SW¼, Section 32, Township 19, Range 27 E; and beginning 50 feet North of the SE corner of NW¼ of NW¼ of SW¼ of Section 32, Township 19, Range 27E, run thence north 280 feet, thence West 200 feet, South 332 feet, East 75 feet, North 50 feet, thence East 125 feet to place of beginning; all of which is known as NEWBERRY GROVE; also

All of the N½ of SW¼ of NW¼ of Section 32, Township 19, Range 27E, lying West of the Railroad; also known as RAILROAD GROVE; also

South ½ of NW¼ of SE¼ of SW¼ Section 32, Township 19, Range 27E, known as the PERRY GROVE;

All of the above describe land being in the County of Lake, State of Florida.

Also, NW¼ of NW¼ of SW¼ of Section 4, Township 20, Range 27E., County of Orange, State of Florida, known as the NEGRO CHURCH GROVE;

during the 1929, 1930; 1930, 1931; 1931, 1932; and 1932, 1933 seasons, fruit to be picked and marketed by the Company for

the account of the Grower, at any time they deem best, and said Grower agrees to pay the Company:

$1.25 per box for picking, packing and marketing Oranges and/or Grapefruit,

$1.65 per strap for picking, packing and marketing Tangerines, where said fruit is sold F. O. B. Eustis, Florida. Where said fruit is sold on terminal markets for account of Grower, said Grower agrees to pay an additional charge of 7% on the gross sale to cover auction and other terminal market charges. It is understood that the prices named above for picking and packing include material requisite for picking and packing, provided, however, that the prices fixed under this contract for picking, packing and marketing shall be subject to revision on account of strikes, walkouts or other labor troubles in connection with the operation of packing houses, said charges to be readjusted to conform to changes in cost of labor from such causes, it being further understood that the distribution and sale of said crops shall be as the discretion and judgment of the Company may direct.

The charges named herein for picking, packing and marketing shall not cover artificial coloring of Citrus Fruit, for which an additional charge of Five (5¢) cents per box shall be assessed on all fruit so treated; nor the cost of picking, packing and marketing which if paid by the Eustis Packing Company shall constitute an advance under this contract; nor any charges paid Transportation Companies or Refrigeration Companies; nor a suitable charge for the successful prosecution and collection of claims; nor the cost of precooling Citrus Fruit, for which an additional charge of ten (10¢) cents a box shall be assessed on all fruit so treated.

The EUSTIS PACKING COMPANY agrees to render to Grower a true accounting of all fruit marketed by them under this contract, together with all monies, after deducting all neces-

Amici Exhibit 46

sary charges together with all advances as may be made by them during the life of this contract.

The Grower further agrees that in event net proceeds from the said of fruit covered by this contract prove insufficient to pay all advances made by the EUSTIS PACKING COMPANY then this contract shall continue in force and effect for succeeding seasons until such advances are liquidated, it being understood that the charges specified above shall be readjusted from year to year as may be necessary to conform to changes in cost of labor and material.

THE EUSTIS PACKING COMPANY shall not be liable for delays of shipment or delivery, or delays or damage from weather, strikes, shortage of cars or Railroad Negligence, nor for Market changes, and are hereby recognized as Grower's agent for the purpose of this agreement.

It is mutually understood and agreed that the giving or accepting of notes and mortgages under this contract shall not in anywise waive or impair the lien created by this contract, and that no changes in the term of this contract shall be binding unless agreed in writing by the parties hereto.

It is mutually understood that the EUSTIS PACKING COMPANY shall have a lien upon said crops above described for said advances or for further advances, and for the faithful performance of this contract by the Grower.

In witness whereof the said C. L. STOKLEY has hereunto set his hand and seal, and the said EUSTIS PACKING COMPANY has caused these presents to be executed for and on its behalf by its Assistant Manager, this 28 day of March A. D. 1930.

C. L. STOKLEY (SEAL)

THE EUSTIS PACKING COMPANY,

By: C. C. CONKLIN SEAL.
Assistant Manager.

Witness:
EARLE O. HUDSON
FRED R. BAIRDEY

[Acknowledged, certified and verified.]

Amici Exhibit 47

THIS MORTGAGE-DEED, Executed the 15th day of September, A. D. 1930, by C. L. Stokley and Delta M. Stokley, his wife of Lake County, State of Florida, parties of the first part, hereinafter called the Mortgagors, to The S. A. Gerrard Co. of Fla. a corporation existing under the laws of the State of Florida, party of second part, hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagors, grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, its successors and assigns, in fee simple, all the certain tract of land, of which the said Mortgagors, now seized and possessed, and in actual possession, situate in Lake County, State of Florida, described as follows:

S½ of the NW¼ of SE¼ of SW¼ less one half acre to Perry, Sec. 32, Twn 19, S.
Range 27 E.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, and its successors and assigns, in fee simple.

AND the said Mortgagors, for themselves and their heirs, legal representatives and assigns, covenants with said Mortgagee, its successors, legal representatives and assigns, that said Mortgagors, are indefeasibly seized of said land in fee simple; that said Mortgagors, have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, its successors, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagors,

their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said mortgagee, its successors, legal representatives and assigns, as may reasonably be required; and that said Mortgagors, do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagors, their heirs, legal representatives or assigns shall pay unto the said Mortgagee, its successors, legal representatives or assigns the certain 2 certain promissory notes, of which the following in words and figures, true copies, to-wit:

Copy

Eustis, Florida, September 15, 1930. No. --
Due.—

On or before one year after date I promise to pay to the order of S. A. Gerrard Co. of Fla, $1025.00 One Thousand Twenty Five and No/100 Dollars at Orlando, Florida, for value received, with interest at the rate of eight per cent. per annum until paid, together with reasonable attorney's fee, if given after maturity to an attorney for collection.

P. O. Address
Mt. Dora, Florida. C. L. Stokley

Copy

Eustis, Florida, September 15th, 1930. No. —
Due.—

On or before Tw years after date I promise to pay to the order of The S. A. Gerrard Co. of Fla. $1025.00 One Thousand Twenty five and No 100 Dollars, at Orlando, Florida, for value received, with interest at the rate of eight per cent.

per annum until paid, together with reasonable attorney's fee, if given after maturity to an attorney for collection.

P. O. Address
Mt. Dora, Florida. C. L. Stokley

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and estate hereby created shall cease and be null and void.

AND the said Mortgagors for themselves and their heirs, legal representatives and assigns, hereby covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee, its successors, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder and every payment so made shall bear interest from the date thereof at the at the rate of __ per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, its successors, legal representatives or assigns, because of the failure on the part of the said Mortgagor, their heirs, legal representatives or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such pay-

ment shall bear interest from date at the rate of __ per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than __ Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, its successors, legal representatives or assigns, and in that event any sum of money becomes payable under such policy or policies, the Mortgagee, its successors, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of __ per cent. per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within thirty days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgage, its successors, legal representatives or assigns, as fully

and completely as if the said aggregate sum of __ dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

L. R. Tremain
W. O. Anderson.

C. L. Stokley (Seal)
Delta M. Stokley (Seal)

[Acknowledged, verified and certified.]

Amici Exhibit 48

THIS MORTGAGE DEED, Executed the 11th day of April A. D. 1932, by John Wilkins Sawyer of 1005 Elwood St., Campstella Heights, Norfolk of Norfolk County State of Virginia party of the first part, hereinafter called the Mortgagor, to The Eistis Packing Company a corporation existing under the laws of the State of Florida, party of the second part, hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, its successors and assigns, in fee simple, all the certain tract of land of which the said Mortgagor, is now seized and possessed, and in actual possession, situate in Lake County State of Florida, described as follows:

S½ of the NW¼ of SE¼ of SW¼ less one half acre to Per y, Sec. 32, Twn 19 S. Range 27 E.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances unto the said Mortgagee, and its successors and assigns, in fee simple.

AND the said Mortgagor, for himself and his heirs, legal representatives and assigns, does covenant with said Mortgagee, its successors, legal representatives and assigns, that said Mortgagor, is indefeasibly seized of said land in fee simple; that said Mortgagor, has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, its successors, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor, his heirs

and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, its successors, legal representatives and assigns, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagor, his heirs, legal representatives or assigns, shall pay unto the said Mortgagee, its successors, legal representatives or assigns, the certain promissory notes, of which the following in words and figures, are true copies, to-wit:

$1025.00 Norfolk, Virginia, April 11, 1932.

On or before one year after I promise to pay to the order of The Eustis Packing Company One Thousand Twenty Five and No/100 Dollars with interest from date at the rate of 8 per cent per annum until paid, interest payable annually, for value received. Negotiable and payable at the office of The Eustis Packing Company and if not paid at maturity, this note may be placed in the hands of an Attorney for collection, and in that event it is agreed and promised by the makers and endorsers, severally, to pay an additional sum of Twenty Five Dollars as Attorney's fees. This note is secured by a mortgage of even date herewith

No. One John Wilkins Sawyer

Due.—

$1025.00 Norfolk, Virginia, April 11, 1932.

On or before two years, after date I promise to pay to the order of The Eustis Packing Company One Thousand Twenty Five and No/100 Dollars with interest from date at the rate of 8 per cent per annum until paid, interest payable annually, for value received, Negotiable and payable at the office of

Amici Exhibit 48

The Eustis Packing Company and, if not paid at maturity, this note may be placed in the hands of an Attorney for collection, and in that event it is agreed and promised by the makers and endorsers, severally, to pay an additional sum of Twenty five Dollars as Attorney's fees. This note is secured by a mortgage of even date herewith

No. Two
Due — John Wilkins Sawyer

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said Mortgagor for himself and his heirs, legal representatives and assigns, hereby covenants and agrees;

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee, its successors, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of ___ per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, its successors, legal repre-

sentatives or assigns, because of the failure on the part of the said Mortgagor, his heirs, legal representatives or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and this deed, or either, and every such payment shall bear interest from date at the rate of ___ per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than _____ Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, its successors, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, its successors, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of ___ per cent. per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within thirty days next after the same severally become due and payable, or if each and

every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory notes shall become due and payable forthwith or thereafter at the option of the Mortgagee, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of _____ dollars was originally stipulated to be paid on such day, anything in said promissory notes or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
Flagg P. Corner

John Wilkins Sawyer (seal)

[Acknowledged, certified and verified.]

Amici Exhibit 49

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE S. A. GERRARD COMPANY OF FLORIDA, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at Eustis in the County of Lake and State of Florida, the mortgagee and holder of that certain Mortgage dated the 15th day of September, A. D. 1930, made, executed and delivered by C. L. STOKLEY and DELTA M. STOKLEY, his wife, to THE S. A. GERRARD COMPANY OF FLORIDA, a corporation, of record, in Mortgage Book 62, page 317, in the office of the Clerk of the Circuit Court in and for Lake County, Florida, has received full payment of the indebtedness evidenced and secured by said Mortgage and does hereby authorize and direct the Clerk of said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, THE S. A. GERRARD COMPANY OF FLORIDA has caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by its Vice President thereunto duly authorized, this the 10th day of February, A. D. 1936.

THE S. A. GERRARD COMPANY OF FLORIDA

By Max Bernstein
As its Vice President

Signed, sealed and delivered
in the presence of:

L. Z. McKean
J. Lulay

(Corporate Seal)

[Acknowledged, certified and verified.]

Amici Exhibit 50

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE S. A. GERRARD COMPANY OF FLORIDA, a corporation organized and existing under the Laws of the State of Florida, for and in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, and other valuable consideration to it in hand paid by CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, of Mount Dora, County of Lake and State of Florida, does for itself, its successors and assigns hereby remise, release and forever discharge the said CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, either or both of them, their heirs, executors, administrators and assigns of all and from all and all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, accounts, bills, covenants, contracts, agreements, promises, claims and demands whatsoever in Law or in equity that against the said CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, either or both of them, that THE S. A. GERRARD COMPANY OF FLORIDA, a corporation, ever had, now has or that its successors or assigns hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the World up to and including the day of the date of this Release.

IN WITNESS WHEREOF, THE S. A. GERRARD COMPANY OF FLORIDA has caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by it Vice President thereunto duly authorized, this the 10th day of February, A. D. 1936.

THE S. A. GERRARD COMPANY OF FLORIDA
By MAX BERNSTEIN
As its Vice President

Signed, sealed and delivered
in the presence of:
J. LULAY
L. Z. McKEAN
(Corporate Seal)

[Acknowledged, certified and verified.]

Amici Exhibit 51

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE EUSTIS PACKING COMPANY, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at Eustis in the County of Lake and State of Florida, the mortgagee and holder of that certain Mortgage dated the 11th day of April, A. D. 1932, made, executed and delivered by JOHN WILKINS SAWYER, to THE EUSTIS PACKING COMPANY, a corporation, of record in Mortgage Book 64, page 65, in the Office of the Clerk of the Circuit Court in and for Lake County, Florida, has received full payment of the indebtedness evidenced and secured by said Mortgage and does hereby authorize and direct the Clerk of said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, THE EUSTIS PACKING COMPANY has caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by its President thereunto duly authorized this the 11th day of February, A. D. 1936.

THE EUSTIS PACKING COMPANY

By A. W. BARNETT
As Its President

Signed, Sealed and Delivered
in the presence of:

CLARA S. SPERLING
T. B. PETERSEN

(Corporate Seal)

[Acknowledged, certified and verified.]

Amici Exhibit 52

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE EUSTIS PACKING COMPANY, a corporation organized and existing under the laws of the State of Florida, for and in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, and other valuable consideration to it in hand paid by CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, of Mount Dora, County of Lake and State of Florida, does for itself, its successors and assigns hereby remise, release and forever discharge the said CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, either or both of them, their heirs, executors, administrators and assigns of all and from all and all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, accounts, bills, covenants, contracts, agreements, promises, claims and demands whatsoever in Law or in equity that against the said CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, either or both of them, that THE EUSTIS PACKING COMPANY, a corporation, ever had, now has or that its successors or assigns hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the World up to and including the day of the date of this Release.

IN WITNESS WHEREOF, THE EUSTIS PACKING COMPANY has caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by its President thereunto duly authorized, this the 11th day of February, A. D. 1936.

Signed, sealed and delivered
in the presence of:

Clara S. Sperling
T. B. Petersen

(Corporate Seal)

THE EUSTIS PACKING COMPANY

BY A. W. Barnett
As its President

[Acknowledged, certified and verified.]

Amici Exhibit 53

RELEASE OF CONTRACT

WHEREAS, on March 28th, A. D. 1930, C. L. STOKLEY and THE EUSTIS PACKING COMPANY, a corporation, entered into one certain fruit contract which is of record in Deed Book 154, page 66, in the office of the Clerk of the Circuit Court in and for Lake County, Florida, and

WHEREAS, it is the desire of the parties to said agreement that same should be cancelled, terminated and held to be of no further force or effect between the parties thereto,

THEREFORE, this Indenture Witnesseth that for and in consideration of One Dollar each to the other in hand paid, it is hereby mutually covenanted and agreed by and between C. L. STOKLEY of Mount Dora, Florida, and THE EUSTIS PACKING COMPANY, a Florida Corporation, that said contract, dated March 28, 1930, be and the same is hereby cancelled, terminated and declared to be of no further force or effect between the parties thereto and that each of the parties thereto be and they are hereby each relieved, exonerated and discharged of and from any and all obligation, liability or demand under and by virtue of the terms of said contract, and the Clerk of said Circuit Court is hereby authorized and directed to cancel said Contract of record:

IN WITNESS WHEREOF the said C. L. STOKLEY has hereunto set his hand and seal, and THE EUSTIS PACKING COMPANY has caused these presents to be signed in its Corporate name and its corporate seal to be hereunto affixed by its

President thereunto duly authorized this the 11th day of February, A. D. 1936.

C. L. STOKLEY (*Seal*)

Signed, seal and delivered in the presence of

Howard J. Rice
C. C. Conklin
As to C. L. Stokley

THE EUSTIS PACKING COMPANY

By A. W. Barnett
as its President.

(Corporate Seal)

Clara S. Sperling
T. B. Petersen
As to the Eustis Packing Company

[Acknowledged, certified and verified.]

Amici Exhibit 54

THIS INDENTURE, Made this 27th day of February, A. D. 1936 BETWEEN Charles L. Stokley and wife Delta M. Stokley of the County of Lake and State of Florida parties of the first part, and J. Warren Davis of Trenton New Jersie of the County of ——— and State of New Jersie party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable Considerations Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part, and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Lake and State of Florida, more particularly described as follows:

The West half of the South Half of North West Quarter of the South East Quarter of the South West Quarter Section 32, Township 19 South Range 27 East

(10¢ Fla. doc. stamp cancelled)

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in any wise appurtaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they have lawfully seized of the said premises, that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Amici Exhibit 54

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered
in Our Presence;

Elmer J. Stokley
as to both
L. R. Tremain

Charles L. Stokley (Seal)
Delta M. Stokley (Seal),

[Acknowledged, certified and verified.]

Amici Exhibit 55

ARTICLES OF AGREEMENT entered into by and between MORGAN S. KAUFMAN of the City of Scranton, in the County of Lackawanna and State of Pennsylvania, party of the first part, and Charles L. Stokley and Delta Stokley, his wife, of the Town of Mount Dora, in the County of Lake and State of Florida, party of the second part,

WITNESSETH, That whereas the said Town of Mount Dora has taken certain property of the party of the second part, consisting of nine city blocks by means of a master's deed because of the failure to pay municipal taxes for paving, curbing, etc. and other taxes amounting to somewhere in the neighborhood of $25,000, and

WHEREAS the said Town of Mount Dora has agreed to convey this certain property to the said Charles L. Stokley, or to his nominee for the sum of $10,000, and

WHEREAS the party of the first part has agreed to pay to the said Town of Mount Dora, on the request of the party of the second part, the said $10,000, upon the execution of a deed by the said Town of Mount Dora conveying the property to the said party of the first part, and

WHEREAS the party of the second part desires and agrees to pay to the party of the first part the said sum of $10,000, and in order to secure said payment to execute a deed for certain other property belonging to him which is free and clear of all encumbrances, to wit:

a certain tract of land known as "My Pet Grove", consisting of about four acres; a certain other tract on which there is a building known as "Stokley's Cement Building in East Town"; and another tract or tracts on which there are five houses. (All of said properties to be fully and accurately described in the deed of conveyance),

IT IS MUTUALLY UNDERSTOOD, AGREED AND COVENANTED by and between the parties that the party of the second part

will pay on the said indebtedness of $10,000 to the party of the first part not less than Twenty-five hundred dollars ($2500) per year; and that at any time the party of the second part desires to have sold at a fair and reasonable price any of the above mentioned properties the party of the first part will upon request in writing by the party of the second part convey unencumbered by him, the said property to be sold to the purchaser or purchasers on condition that the purchase price of said property or properties be applied to the reduction of the said $10,000 advanced or loaned by the party of the first part to the party of the second part.

It is further agreed by and between the parties hereto that the party of the second part will pay to the party of the first part interest on the said $10,000 or any part thereof at the rate of 8% so long as it stands unpaid.

It is further agreed by and between the parties hereto that the property consisting of a dwelling house, in which the party of the second part resides, and the outbuildings shall be kept insured in the name of the party of the first part, for a sum not less than $4000 and the party of the second part is to pay the premium on the same and deliver the policy of insurance to the party of the first part and that reasonable insurance will likewise be carried on the other buildings mentioned above.

It is further agreed that the party of the second part shall keep the taxes paid at the time or times they are due on all of the said properties and within fifteen days after payment present the receipts of said payment to the party of the first part.

The installments of $2500 together with interest shall be paid on or before the first day of April of each year, beginning in 1936, until the full amount of $10,000 together with interest shall have been paid.

The party of the second part hereby and herein agrees to furnish to the party of the first part at the time of the execution to him of the said deed by the Town of Mount Dora a title insurance policy showing that there is no encumbrance

upon the said property conveyed by deed to the party of the first part except county and state taxes aggregating twenty-seven hundred dollars ($2700.00) which the party of the second part agrees to pay on or before February 20, 1936.

The party of the second part further agrees to give to the party of the first part a quit-claim deed for the property to be conveyed to him by the Town of Mount Dora.

The party of the first part agrees and covenants that he will not encumber any of the above mentioned properties and that when the party of the second part pays to him the Ten Thousand Dollars ($10,000) mentioned above together with the interest, he will convey to him or his nominee all of the above mentioned properties, unencumbered by him.

It is further understood and agreed by and between the parties hereto that the possession, management and control of the above mentioned properties under and subject to the terms of this agreement shall be and remain in the party of the second part.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals on this 25th day of November, Nineteen hundred and thirty-five (1935).

Signed, Sealed and Delivered
in the presence of
Elizabeth Chambers

Morgan S. Kaufman (SEAL)

Arthur C. Carsee
As to Morgan S. Kaufman

L. R. Tremain — Charles L. Stokley (SEAL)
W. E. Snell — Delta Stokley (SEAL)
As to Charles L. Stokley
and Delta Stokley.

(10¢ State Stamp Can.)

[Acknowledged, certified and verified.]

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

1933-34

GUEST LEDGER

NAME

Judge Joseph Buffington

Philadelphia Pa.

Room 218+220 Rate 15.00 50% Arrival 1/13 Departure 1/30 Guest

TERMS		DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Room	1/13								
Meals	125								1 25
Local Phone									
Long Distance									
Laundry									
Valet									
Bar									
Garage	200								3 25
Cigars									
Sundry									
Cash Advanced									
Today's Charges									
Previous Charges									
Total Charges	3.25								
Credits	1 25								
Due Today	200								

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1933-34

NAME

Judge Joseph Buffington

Philadelphia Pa

Rate 14 Arrived 1/13 Guest

Physical and tests

1/16 Metab & Chem mine

19

ITEMS	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Last Phone Tally		1/14	15	16	17	18	19	20	R	#2	
Medical Exp		15 00	15 00	15 00	15 00	15 00	15 00	15 00	B	28	
		50	29		25				9	35	
Foods						1 75				1 75	
Lyons								35 00		35	
Totage										142 75	
Today's Charges											
Previous Charges											
Total Charges											
Credits								182 75			
Due Today								140 00			

Amici Exhibit 56.

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1939-39

NAME

Judge Joseph Buffington

Philadelphia

Room 220 Rate 14.00 Arrival 1/13

| | ITEMS | 1/31 | | |

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

GUEST LEDGER

1933-34

NAME | ROOM | RATE | ARRIVAL | DEPART. TIME | DATE

Judge Joseph Buffington 2/15/34 220 1400 1/3

29 Mail Bill Mail

Philadelphia Pa

Per _____

ITEMS	Rate	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally		28	29	30	31	2/1	2	3	4
Room and Meals		10 00	10 00	10 00	10 00	10 00	10 00	10 00	28
Medical Attention		5 00	5 00	5 00	5 00	5 00	5 00	5 00	35
Tray Service									
Sundries									
Local Phone							15		15
Long Distance									
Telegrams									
C. O. D.									2 21
Laundry						2 21			
Tips									20
Expert Lab. Tests								20 00	
Dental									
Surgical									
Foods						Less Dis.		127 36	127 36
Cash Advances								125 00	
								2 36	
Today's Charges									
Previous Charges									
TOTAL CHARGES									291
Credits									
Due Today									

Amici Exhibit 56

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

1933-34

GUEST LEDGER

NAME	ROOMS	RATE	ARRIVAL	DEPARTURE	DAYS
Judge Joseph Buffington Philadelphia Pa.	224	14	1/13		

4 A lt
10 Lens

Guest

ITEMS	DATE 29	DATE 4	DATE 5	DATE 6	DATE 7	DATE 8	DATE 9	DATE 10	42
Local Phone Tally									
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00	10 00	28
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	35
Tray Service									
Sundries									
Local Phone									
Long Distance									
Telegrams	Dept Lab Test							5 00	5
Laundry									
Taxi									
Bus									
Baggage									
Garage									
Cash Advances	Goods Guest						1 25	75	70
Today's Charges								11 25	1 20
Previous Charges								11 00	1 12 00
TOTAL CHARGES								2 00	R 92
Credits									
Due Today									

545

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1933-34

NAME: Judge Joseph Buffington

Philadelphia Pa

ROOM 224 | RATE 14 | ARRIVAL 7/13 | DEPARTURE | DATE

ITEMS	DATE 7/11	12	13	14	15	16	17	18
Local Phone Tolls								
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00	28
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	35
Tray Service								
Guides								
Laundry Service								
Telegrams	Rest							
Laundry							15 00	15 00
Telephone								
Bar	2 66							2
Garage								1
Store	Ford							
Cash Advances								123 00
Drugs			1 00		Less Ins			120 00
Today's Charges								3 00
Previous Balance								
TOTAL CHARGES								Rgd

7/25

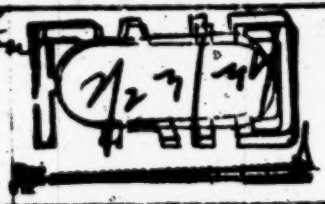
BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

GUEST LEDGER

1933-34

NAME

Judge Joseph Buffington



Philadelphia Pa.

ROOM 224 RATE 14 ARRIVAL 1/13 DEPARTURE DATE

ITEMS	DATE 17	DATE 18	DATE 19	DATE 20	DATE 21	DATE 22	DATE 23	DATE 24	DATE 25	DATE 12
Local Phone Tally										
Room and Meals	10 00	7 00								5
Medical Attention	5 00	5 00								14
Tray Service										
Sundries										
Local Phone										
Long Distance										
Telegrams										
C. O. D.										
Laundry										
Teller										3
Bus	2 00									2
Baggage		2 00								2
Garage										
Cash Advanced	Foods	3				Less Dis				34 40 2 7 102
Today's Charges										
Previous Charges										R44
TOTAL CHARGES										
Credits										
Due Today										

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME

Judge Joseph Buffington Charge to adv. Dr. Kellogg Guest.

ROOM 226 RATE 15= ARRIVAL 1/29 7:30 PM

ITEMS	DATE 1/29	DATE 1/30	DATE 1/31	DATE 2/1	DATE 2/2	DATE	DATE
Local Phone Tally							
Room and Meals	125	1000	1000	1000	1000		
Medical Attention		500	500	500	500		
Tray Service							
Sundries							
Local Phone							
Long Distance				454	430		
Telegrams							
C. O. D.					2600		
Laundry	Examination						
Tailor					1500		
Bus	Electrocardiogram						
Baggage					11109		
Garage							
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

Jan 30
Blood Count
CO2
Urinalysis
Electrocardiogram
metal
Blood Chem
Fecal

Amici Exhibit 56

BATTLE CREEK, INCORPORATED
Miami Springs, Florida

GUEST LEDGER

NAME		ROOM	RATE	ARRIVAL	DEPART. TIME	RATE
Judge Joseph Buffington	Dr. Kellogg's guest charge to adv.	226	15 C	1/29 7:30 P.M.		

ITEMS / Local Phone Tally	DATE 2/3	DATE 2/4	DATE 2/5	DATE 2/6	DATE 2/7	DATE 2/8	DATE 2/9
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	8 00	5 00	5 00	5 00
Tray Service							
Sundries							
Local Phone							10 00
Long Distance	Examination						
Telegrams							
C. O. D.							
Laundry							
Teller							
Box Postage			96				
Baggage							
Garage							25
Arruga							116 01
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

gave 4 Lectures Saturday

5/9

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME

Judge Joseph Buffington Charge to Adv. ROOMS 226 RATE 15= ARRIVAL 1/29 7:30 P.M. DEPARTURE DATE

ITEMS	DATE 2/10	DATE 2/11	DATE 2/12	DATE 2/13	DATE 2/14	DATE 2/15	DATE 2/16
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service							
Sundries							
Local Phone							
Long Distance							10576
Telegrams			76				
C. O. D.							
Laundry							
Teller				2/1 Telegram		4 54	
Bus				2/2 Telephone		4 30	
Baggage				2/3 Room Service		96	
Garage				2/4 Drinks		2 5	
				2/12 Telephone		76	
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

1045

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME		ROOM #	RATE	ARRIVAL	DEPARTURE	DATE
Judge Joseph Buffington	Charge to Adv.	226	15.00	1/29 4:30 P.M.		

ITEMS	DATE 2/17	DATE 2/18	DATE 2/19	DATE 2/20	DATE 2/21	DATE 2/22	DATE 2/23
Local Phone Tolls							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service					25		
Sundries Thrift	1 25						
Local Phone							
Long Distance							
Telegrams							
C. O. D.							
Laundry							
Taller							
Bus							
Baggage							
Garage							
Florida			1 35				
Cash Advances					49 80		
Today's Charges							15 76 5
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

56/0

BATTLE CREEK, INCORPORATED

Miami Springs, Florida

GUEST LEDGER

NAME: Judge Joseph Buffington

Charge to Adv:

3/2/35

By J. Curtis

226 | 15C | 1/29 7:30 P.M.

ITEMS	3/24	3/25	2/26	2/27	2/28	3/1	3/2
Local Phone Tolls							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	5 25
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service							
Sundries							
Local Phone			10				
Long Distance							10 00
Telegrams	Laboratory Tests						
C. O. D.				2/1 Telegram		4 54	11 385
Laundry				2/2 Telegram		4 50	
Teller				2/5 Phoning		96	
Bus				2/9 Lunch		25	
Baggage				2/11 Telegram		76	
Garage				2/12 Lunch		1 25	No charge
				2/19 Lunch		1 25	
				2/19 Tools		1	
Cash Advances				2/21 Cash		49 80	
Today's Charges				Paid 2/25 61 96		61 96	
Previous Charges							
TOTAL CHARGES							
Credits							

Feb. 26

Metabolism

CO2

Urinalysis

Fecal

2/25

Case # 2022

Amici Exhibit 56

BATTLE CREEK, INCORPORATED

Miami Springs, Florida

Case # 2024

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME	ROOM	RATE	ARRIVAL	DEPART. TIME	DATE
Hon. Joseph Buffington Philadelphia, Pa	207	Reg Mtd	6 P.M. 1/21/36		

Bills rendered to Atty Mulmite

ITEMS	1936	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally		Jan 21	Jan 22	Jan 23	Jan 24	Jan 25		
Room and Meals		2 00	10 00 5 00	10 00 5 00	10 00 5 00	10 00 5 00		
Medical Attention								
Tray Service								
Cash-Ins						15		
Local Phone								
Long Distance								
Telegrams								
C. O. D.								
Laundry								
Tailor								
Sun								
Garage Ford Sedan - Lake Carlton County						2 25 2 50		
2 hours Examination						25 00		
Cash Advances								
Today's Charges		2 00	15 00	15 00	15 15	44 75		
Previous Charges			2 00	17 00	32 00	47 15		
TOTAL CHARGES			17 00	32 00	47 15	91 90	O.K.	
Credits								
Due Today								

1/2 a Kirkpatrick Mot. Fecal Blood Chem Urine Mot Urinalysis

Feb 15 Feb 16 Feb 17 Feb 18

56/3

Amici Exhibit 56

Case # 2022

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME

Hon Joseph Buffington

Philadelphia, Pa.

ROOMS 207 DATE Reg 6 PM. ARRIVAL Mail 1/21/36 DEPARTURE TIME DAYS

Bills rendered to Saturday noon

ITEMS	1936 DATE Jan 26	DATE Jan 27	DATE Jan 28	DATE Jan 29	DATE Jan 30	DATE Jan 31	DATE Feb 1
Local Photo Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service							
Sundries							
Local Phone							
Long Distance							
Telegrams							
C. O. D.							
Laundry							
Nurse							
Taxi							
Baggage Fred and Helper					1 00		
Examinations Blood Count & Ur				5 00			
Supper	1 25						
Cash Advances							
Today's Charges	16 25	15 00	15 00	20 00	16 00	15 00	10 00
Previous Charges	91 90	109 15	123 15	138 15	158 15	174 15	189 15
TOTAL CHARGES	108 15	124 15	138 15	158 15	174 15	189 15	199 15
Credits						Less Discount	
Due Today							

Feb 15 V. Curtis

Abst Co

1/24 Phone 15

1/25 Ford Acct 2 25

1/28 Supper 2 50

1/26 Supper 1 25

Amt Due 6 15

N/25

Case #20 2 L

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME		ROOM	RATE	ARRIVAL	DEPARTURE	DATE
Hon Joseph Huffington Philadelphia, Pa.	Bills rendered Saturday Midnight	207	Reg Meal	6 PM Feb 1 36		

ITEMS	DATE Feb 1 36	DATE Feb 2	DATE Feb 3	DATE Feb 4	DATE Feb 5	DATE Feb 6	DATE Feb 7	DATE Feb 8	
Local Phone Tally									
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00	10 00	
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	
Tray Service									
Sundries									
Local Phone									
Long Distance								2/4 Phone	15
Telegrams								2/5 Ford Creek	2 25
C. O. D.								2/5 Supper	2 50
Laundry								2/6 Supper	1 25
Nurse									
Taxi								Local Tele	6 15
Baggage									
Examinations									
Cash Advances									
Today's Charges	15 00	15 00	15 00	15 00	15 00	15 00	15 00	15 00	
Previous Charges		15 00	30 00	45 00	60 00	75 00	90 00	105 00	
TOTAL CHARGES		30 00	45 00	60 00	75 00	90 00	105 00		
Credits									
Due Today									

Feb 1-9

Feb 1 Creation

5/15

Case #2022

BATTLE CREEK, INCORPORATED

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME

Hon. Joseph Buffington

Philadelphia, Pa.

207 Reg 6 P M

Mail

1-21-36

75.00 - 201
75.00 - 202
75.00 - 207
225.00

Bills rendered to Saturday Evening

27.50

ITEMS	1936 Feb 9	Feb 10	Feb 11	Feb 12	Feb 13	Feb 14	Feb 15
Local Phone Tally							
Room and Meals	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Medical Attention	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Tray Service							
Sundries							
Local Phone							
Long Distance							
Telegrams							
C. O. D.							
Laundry							
Nurse							
Taxi							
Baggage							
Examinations							
		6.50					
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							10.500
Credits							

Dr Kellogg guest

7.25

Amici Exhibit 56

2010

Case # 1404

GUEST LEDGER

THE MIAMI BATTLE CREEK

MIAMI SPRINGS, FLORIDA

NAME	ROOM	RATE	ARRIVAL	DEPARTURE	DAYS
Jan 25. Heat + Phone Turned on. 3:30 P.M. Mr. Gen Joseph Buffington Philadelphia, Pa. ENTERED	209		1-24-37 2:40 P.M.		

ITEMS	DATE 7937	DATE	DATE	DATE	DATE	DATE	DATE	DATE	
Local Phone Tally	Jan 25	Jan 25	Jan 26	Jan 27	Jan 28	Jan 29	Jan 30		71
Room and Meals	1250	1500	1500	1500	1500	1500	1500		2000
Medical Attention	500	500	500	500	500	500	500		3500
Tray Service			25					(40)	25
Sundries									
Local Phone									1325
Long Distance									
Telegrams									
C. O. D.									
Laundry									
Nurse									
Taxi									
Baggage									
Examinations	not completed.								
Cash Advances									
Today's Charges	1250	2000	2025	2000	2000	2000	2000		
Previous Charges		1250	3250	5275	7275	9275	11275		
TOTAL CHARGES		3250	5275	7275	9275	11275	13275		
Credits					Less 1/2 Discount		6637		
Due Today							6638		

Feb 4 Entire

Amici Exhibit 56

Case # 1404

THE MIAMI-BATTLE CREEK

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME		ROOM	RATE	ARRIVAL	DEPARTURE	DATE
Mr. Joseph Buffington Philadelphia, Pa.	2/11/37 10 2/21/37 35	209		1-24-37		

ITEMS	DATE 1937 Jan 31	DATE Feb 1	DATE Feb 2	DATE Feb 3	DATE Feb 4	DATE Feb 5	DATE Feb 6	DATE
Local Phone Tally								
Room and Meals	15 00	15 00	15 00	15 00	15 00	15 00	15 00	2 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	74 00
Tray Service								
Sundries								
Local Phone								
Long Distance								
Telegrams								
C. O. D.								
Laundry								
Nurse								
Taxi								
Baggage								
Examinations				35 00		2 00		
Cash Advances								
Today's Charges	20 00	20 00	20 00	55 00	20 00	22 00	20 00	
Previous Charges		10 00	30 00	20 00	75 00	95 00	97 00	
TOTAL CHARGES		30 00	40 00	75 00	95 00	117 00		
Credits Discount	10 00	10 00	10 00	10 00	10 00	10 00	10 00	
Due Today	10 00	20 00	30 00	65 00	85 00	107 00		

Amici Exhibit 56

GUEST LEDGER — MIAMI SPRINGS, FLORIDA

NAME: Hon. Joseph P. Kennedy
Philadelphia, Pa.

ROOMS: 209 | RATE: | ARRIVAL: 1-24-37 2.40 P.M. | DEPARTURE: | DAYS:

Feed 3.50 Feed 1400 1250 7000

ITEMS	DATE 1937	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally	Feb 7	8	9	10	11	12	13		7700
Room and Meals	1500	1500	1500	1500	1500	1500	1500		28 00
Medical Attention	500	500	500	500	500	500	500		39 10
Tray Service								(213)	40
Sundries						50			14490
Local Phone									
Long Distance									
Telegrams									
C. O. D.									
Laundry									
Nurse									
Taxi									
Baggage								400	
Examinations Cards								60	
Cash Advances									
Today's Charges	2000	2000	2000	2000	2000	2000	2000	2400	
Previous Charges		2000	4000	6000	8000	10000	12000	14400	
TOTAL CHARGES		4000	6000	8000	10000	12000	14400		
Credits								7000	
Due Today								7400	

6/55

Amici Exhibit 56

Case # 1404

GUEST LEDGER

THE MIAMI-BATTLECREEK

MIAMI SPRINGS, FLORIDA

NAME	ROOMS	RATE	ARRIVAL	DEPARTURE	DAYS
Hon. Joseph Buffington Philadelphia, Pa.	209 203		1-24-57 2:40 P.M.		

Feb 14

Feal 1

38 Feal

51

.52 1400

253 1750

7000

EXHIBITED

1937

ITEMS	DATE Feb 14	DATE Feb 15	DATE Feb 16	DATE Feb 17	DATE Feb 18	DATE Feb 19	DATE 20	7700
Local Phone Tally								
Room and Meals	15 00	15 00	15 00	15 00	15 00	15 00	15 00	28 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	9 00
Tray Service								
Sundries							2 13	80
Local Phone	25	25			30			
Long Distance								
Telegrams								14 80
C. O. D.								
Laundry								
Nurse								
Taxi								
Baggage								
Examinations	2 00	2 00					2 11	
Cash Advances								
Today's Charges	22 25	22 00	21 25	20 00	20 30	20 01	27 00	
Previous Charges		13 25	26 25	37 50	47 50	54 80	69 80	
TOTAL CHARGES		35 25	47 50	57 50	67 80	74 81	96 80	
Credits Miscarriage	10 00	10 00	10 00	10 00	10 00	10 00	10 00	
Due Today	12 25	25 25	37 50	47 50	57 80	64 81	86 80	

10/15

Heal 1/2

Amici Exhibit 56

2080

THE MIAMI BATTLE CREEK

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

	NAME	ROOM	RATE	ARRIVAL	DEPARTURE	DAYS
4	Hon Joseph Buffington	203		1/24		
3	Philadelphia, Pa			2 PM		

ITEMS	1/23	24	25	26	27	28	29	30	31
Local Phone Tally	716 21	22	23	24	25	26	27	1 50	1 00
Room and Meals	15 00	15 00	15 00	15 00	15 00	15 00	4		3 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00			
Tray Service							1 50		30
Sundries					15	15			
Local Phone									
Long Distance									1 80
Telegrams									
C. O. D.									
Laundry									
Nurse									
Taxi									
Baggage							4 00		
Examinations									
Cash Advances									
Today's Charges	20 00	20 00	20 00	20 00	20 15	20 15	11 50		
Previous Charges	10 00	20 00	30 00	50 00	70 15	90 30	101 80		
TOTAL CHARGES	30 00	40 00	50 00	70 00	90 30	110 45	113 30		
Credits	10 00	10 00	10 00	10 00	10 00	10 00	10 00		
Due Today	20 00	30 00	40 00	60 00	80 30	100 45	103 30		

3479

252 12 05

253 15 81

6 12 4

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1933-34

NAME

Hon. David E. Kaufman 1/23/24

Philadelphia Pa.

Items	Date	Amount	Credits	Due
218 +	15	1/13		
220		50		

Less 3% Cash Discount

ITEMS	DATE 1/12	DATE	DATE	DATE	DATE	DATE	DATE	DATE		
Local Phone Today										
Room										
Meals	1.25									1.25
Telegrams	.76									.76
Local Phone										
Long Distance										
Laundry										
Valet										
Bar										4.00
Baggage	2.00									4.01
Cigars										
Garage										
Cash Advances										
Today's Charges										
Previous Charges										9.87
Total Charges	4.01									
Credits	14.00									
Due Today										

Amici Exhibit 56

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

GUEST LEDGER

1933-34

NAME

Hon. Daniel E. Kaufman

Philadelphia Pa

Suite

Room | Rate | Arrived | Departure | Days
218 | 14.00 | 1/13 | |
4.00 a Day

Stamped

ITEMS	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE		
Local Phone Tolls	1.10	.10	1.6	.17	1.8	1.9	1.20		28	
Room									30	
Meals Med.	14 00	14 00	14 00	14 00	14 00	14 00	14 00		30	
Foods	1 65	1 00				90			3 55	
Local Phone					15		15		30	
Long Distance										
Postage					6				6	
Laundry					94				94	
Valet										
Bar										
Examination							50 00		50 —	
Cigars										
Cash Advances									15 2 85	
Today's Charges							102 85			
Previous Charges							44		987	
Total Charges					Less Cigars & Rec					
Credits	0599						58 5			
Due Today	98 50	1 14	Fixed							

Amici Exhibit 56

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

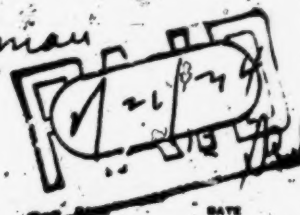
GUEST LEDGER

1933-34

NAME

Hon. Daniel E Kaufman

Philadelphia Pa



218 9 1/3

8070

ITEMS	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally	1/28	29	30	31	1	2	3	3
Room and Meals	9 00	9 00	9 00	9 00	9 00	9 00	9 00	2
Medical Attention	5 00	5 00	5 00			5 00	5 00	2
Tray Service								
Sundries								
Local Phone			30					30
Long Distance								
Telegrams								
Laundry	Bank					5 00		5
Taxi	Dept Taxis						10	10
Bus							1	1
Baggage								
Garage								
Postage	13	54	13			90		80
Foods		75						1 65
Cash Advanced								
Medicine							175	175
Today's Charges								9 05 50
Previous Charges								27 00
TOTAL CHARGES								36 55
Credits	1508							1508
Due Today								21 47

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1933-34

NAME

Hon. Daniel E. Kaufman

Philadelphia, Pa.

Room 288 Rate 14 Arrival 1/3 Departure Days

12 a day

ITEMS	DATE 1/21	DATE 22	DATE 23	DATE 24	DATE 25	DATE 26	DATE 27	
Last Prior Tally								35
Room Medical	14 00	14 00	14 00	14 00	14 00	14 00	14 00	28
Room Todds			1 25	25				35 25
Laundry				430				1 25 4 30
Guest Postage		1 25						1 25
Laundry								
Repeat Tests							1 12 00	12
Telegram			1 01				1	1 01
Gross							11 86	11 86
Gross Amount		2/3	10 00	less Dis.			26	R.09
Today's Charges			84 92				9 20 4	
Previous Charges		Bal Forward	15 08	less Credit			9 14	
Total Charges							84 92	
Credits	7 14							
Due Today								

25 meals

26 " Teas

5/25

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

1933-34

NAME	ROOM	RATE	ARRIVAL	DEPARTURE	DAYS
Hon. David Kaufman	218	9-	1/3		
Philadelphia Pa.	4				
	8	6			

3 lbs 3 oz
10 Days
Meals

ITEMS / Local Phone Tally	DATE 1/4	DATE 5	DATE 6	DATE 7	DATE 8	DATE 9	DATE 10	
Room and Meals	9 00	9 00	9 00	9 00	9 00	9 00	9 00	3 6
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	0 00	35
Tray Service								
Sundries								
Local Phone	40	50		40		40	25	1 95
Long Distance								
Telegrams								
Laundry	1 13			1 13				2 26
Laundry	1 50							1 50
Tailor	5 53							5 53
Bob Gents								
Barber							20	20
Stamps		11			28			
Foods		15		75	3 90		1 90	7 30
Meals				2 50				2 50
Cash Advance								
Medicine								
Today's Charges								1 39 60
Previous Charges								34
TOTAL CHARGES								103 60
Credits								
Due Today								

1/15

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

1933-34

Amici Exhibit 56

NAME	ROOM NO.	RATE	ARRIVAL	DEPARTURE TIME	DATE
Hon David Kaufman,	218	9	1/13		
Philadelphia Pa	2/21/34	12 a day		80%	

ITEMS	DATE 11	DATE 12	DATE 13	DATE 14	DATE 15	DATE 16	DATE 17	DATE 18
Local Phone Tally								
Room and Meals	9	9	9	9	9	9	9	28
Medical Attention	5	5	5	5	5	5	5	35
Barber Shop Tests							4	4
Sundries								
Local Phone	45						25	70
Long Distance			155					155
Telegrams								
Coffee Shop	200	200				200	508	508
Laundry								
Taxi								
Postage						25		25
Baggage								
Garage								
Food		90		100	200	90	165	705
Rent	450				300			1050
Cash Advances								
Newsstand						200		2
Today's Charges			Less Disc				1193	1342
Previous Charges								20
TOTAL CHARGES								1362
Credits								28
Due Today								1134

Amici Exhibit 56

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

GUEST LEDGER

1933-34

NAME

ROOMS | RATE | ARRIVAL | DEPARTURE | DAYS

Mrs. David Kaufman
Hotel Philadelphia Pa.

218 | 9 | 1/3

12 a day | 80 %

ITEMS	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tolls	1/18	19	20	21	22	23	24	30
Room and Meals	9	9	9	9	9	9	9	28
Medical Attention	5	5	5	5	5	5	5	35
Laundry Service								
Telegraphic Work							1 25	1 25
Local Phone							30	30
Long Distance								
Telegrams								
Cash Items	Cash Items						10	10
Laundry							1 48	1 48
Valet	Valet							
Postage							18	18
Stamps								
Cash Advanced	Funds				90	184		2 74
Other Accounts	Drugs	1 00						1
Due	Due		75 00		50 00	50 00	40 00	375
Today's Charges				Less	Less			389 99
Previous Charges							2 95	24
TOTAL CHARGES								364 99
Credits	75 00						Less Credit	350 00
Due Today								14 99

3/25

Amici Exhibit 56

QUEST LEDGER — MIAMI SPRINGS, FLORIDA — 1933-34

NAME — ROOM — RATE — ARRIVAL — DEPT. — DATE

Hon. David Kaufman — 217 — 9 — 1/3

Philadelphia Pa

Due 2 1/2

12 a day 80%

ITEMS	DATE 4/25	DATE 26	DATE 27	DATE 28	DATE 3/1	DATE 2	DATE 3	DATE 2 5
Local Phone Tolly								
Room and Meals	9	9	9	9	9			1
Medical Attention	5	5	5	5				20
Tray Service								
Stenographic work			100					1
Local Phone	15		15	15				60
Long Distance	15							15
Telegrams								5
C. O. D.								
Cleaning								180
Flowers from Gimbels					5			2 45
Ice								50
Repairs								
Garage					2 65			1 25
Trucks		180			1 25			
Cash Advances			500					
Today's Charges								
Previous Charges								
TOTAL CHARGES					91 05			
Credits								
Due Today								

Amici Exhibit 56

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME

Mr. David Kaufman
Villanova Stratford Hotel
Philadelphia, Penn.

ROOM 247 RATE 5.00 ARRIVAL 1/29 7:30 P.M. DEPARTURE DATE

Less ⅓ Discount
R B + mel 2/13/35
Per V. Curtis

ITEMS	DATE 1/29	DATE 1/30	DATE 1/31	DATE 2/1	DATE 2/2	DATE	DATE
Local Phone Tally							
Room and Meals	125	1000	1000	1000	1000		
Medical Attention		500	50	500	500		
Tray Service							
Sundries Guest				1150			
Local Phone	10				20		
Long Distance	470						
Telegrams							
C. O. D. Examination					2300		
Laundry							
Taxi Driega				30			
Bus 4 p/pers			05				
Baggage							
Garage 7							
Postal. Ty with		90	215		100		
Cash Advances					500		
Today's Charges					10015		
Previous Charges			Less Discount		1200		
TOTAL CHARGES					8815		
Credits							
Due Today							

Gen 2 0
Blood Count
CO2
Urinalysis
Fecal analysis
Urine analysis

54/30

Amici Exhibit 56.

Due Today

GUEST LEDGER — MIAMI SPRINGS, FLORIDA

NAME

Mr. David Kaufman
Bellerview Stratford Hotel
Philadelphia, Penn.

Lease Dis 13 2/13/58
K. 13
Per D. Curtis

217 | 15 CH | 1/29 4:30 P.M.

ITEMS	DATE 2/3	DATE 2/4	DATE 2/5	DATE 2/6	DATE 2/7	DATE 2/8	DATE 2/9
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service				25			
Sundries	Nurse				2 50		3 00
Local Phone						10	
Long Distance		1 20					
Telegrams			75		76	1 25	
C. O. D.							
Laundry	Angotrec Intestinal Series						50 00
Teller	Laboratory Test						10 00
Bell							
Baggage							
Garage							
Food		90				1 40	
							182 51
Cash Advances							
				Less Discount			21 00
Today's Charges							161 51
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

Fe-3
metabolism
Gastric series

Amici Exhibit 56

BATTLE CREEK, INCORPORATED

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME

Mr. David Kaufman
Bellevue Stratford Hotel
Philadelphia, Penn.

Lee Y's Dis
R. B. Mud

2/27/35
V. Curtis

ROOM 217 | RATE 15 | ARRIVAL 1/29 7:30 | DEPARTURE | RATE

ITEMS	DATE 2/10	DATE 2/11	DATE 2/12	DATE 2/13	DATE 2/14	DATE 2/15	DATE 2/16
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service							
Sundries							
Local Phone					20		
Long Distance		1 20		9 45			
Telegrams							
C. O. D.							
Laundry + Dry Cleaning		1 40				2 09	40
Teller							
Bus							12 72
Baggage					Less Discount		2 00
Garage							10 72
Food 2	90						
Cash Advances							
Today's Charges							
Previous Charges							

Amici Exhibit 56

2034

TOTAL CHARGES

BATTLE CREEK, INCORPORATED
MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME

M. David Kaufman
Bellevue Stratford Hotel
Philadelphia, Pa

ROOMS 217 | RATE 15 | ARRIVAL 1/29 7:30 P.M.

2/27/35
D. Curtis

ITEMS	DATE 2/17	DATE 2/18	DATE 2/19	DATE 2/20	DATE 2/21	DATE 2/22	DATE 2/23
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00
Tray Service				45			
Sundries Sheets							
Local Phone	45	30	25		35	15	
Long Distance	1 25						
Telegrams							
C. O. D.	Laboratory Test						2 00
Laundry				1 37			
Teller							12 102
Bus						Less Discount	3 00
Baggage							100 02
Garage				90			
Foods		1 50					106 72
Drugs			3 00	Carried forward 2/16			206 74
Cash Advances						Less Discount Exchange & Stamps	96 60
Today's Charges							110 14
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

Feb 19 Blood Count

Amici Exhibit 56

2000

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME

Mr. David Kaufmann
Billerview Stratford Hotel
Philadelphia, Pa.

2/27/33

For Quarters

ROOM 217 | RATE 15 | ARRIVED 1/29 7:30 PM.

ITEMS	DATE 2/24	DATE 2/25	DATE 2/26	DATE 2/27	DATE	DATE	DATE
Local Phone Tally							
Room and Meals	1000	1000	1000	600			
Medical Attention	500	500	500	500			
Tray Service	25						
Sundries							
Local Phone							
Long Distance				5705			
Telegrams		30		1200 Less Discount			
C. O. D.				4505			
Laundry				4000 Paid 2/24 check			
Valet				505			
Bar				12 Drinks			
Baggage							
Garage							
Miami Herald 5 copies			50	517 Amt Due Bond 2/27 - Money			
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

51/50

Amici Exhibit 56

2694

Case # 2024

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME: Mr. David H. Kaufman

Philadelphia, Pa.

ROOM	RATE	ARRIVAL	DEPARTURE	DATE
220	Reg	6 P.M.		
	Wed	1/31/36		

ITEMS	DATE 1936 Jan 21	DATE Jan 22	DATE Jan 23	DATE Jan 24	DATE Jan 25	DATE	DATE
Local Phone Tolls							
Room and Meals	200	1000	1000	1000	1000 ✓		
Medical Attention	200	500	500	500	500 ✓		
Tray Service							
Sundries							
Local Phone							
Long Distance							
Telegrams							
C. O. D.							
Laundry							
Teller							
Bus							
Baggage							
Garage							
Dinner Guest			125				
Cash					2500 ✓		
Cash Advances							
Today's Charges	400	1500	1625	1500	4000		
Previous Charges		400	1900	3525	5025		
TOTAL CHARGES		1900	3525	5025	9025 OK		
Credits							
Due Today							

Feb 3

Per — W Curtis

Amici Exhibit 56

2695

Case # 2024

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME

Mr. David Kaufman

Philadelphia, Pa.

ROOM 220 RATE Pay 6 A.M. ARRIVAL Mail 1-21-36 DEPART. TIME DATE

Bills rendered to Saturday Noon daily

ITEMS	DATE 1936 Jan 26	DATE Jan 27	DATE Jan 28	DATE Jan 29	DATE Jan 30	DATE Jan 31	DATE Feb 1
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00 ✓	10 00 ✓
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00 ✓	5 00 ✓
Tray Service	25					✓	
Sundries							
Local Phone							
Long Distance						10 ✓	15
Telegrams			127				
C. O. D.						50 ✓	
Laundry Lacth System						✓	
Nurse						✓	
Taxi Auto matic Exercisers			2 00			✓	2 00
Baggage							
Examinations W.B.M. Test				5 00		✓	
Radiator	5 15			2 50		✓	
Drainage	2 00		2 00	2 00	2 00		
Cash Advanced							

Feb 3 50 — H. Carter

Today's Charges	22 40	15 00	20 27	24 00	17 90	15 60	17 15
Previous Charges	90 25	112 65	127 65	147 92	171 92	189 82	205 42
TOTAL CHARGES	112 65	127 65	147 92	171 92	189 82	205 42	222 57
Credits						Less Disc	16 50
Due Today							

201 - 61.20 ✓
202 - 33.05 ✓
209 - 40.00 ✓
219 - .25 ✓
252 - 6.05 ✓
309 - 1.87 ✓
205.42
due 14.00
1/2 1 90.92
1 14.50 ✓
f 21 5.42 ✓

Amici Exhibit 56

2696

Amici Exhibit 56

GUEST LEDGER

BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

NAME

M. David Kaufman

Philadelphia, Pa.

$20 Ray 6 10 00

Mails 1-21-36

Bills rendered 5 Saturday mornings

ITEMS	DATE Jan 26	DATE Jan 27	DATE Jan 28	DATE Jan 29	DATE Jan 30	DATE Jan 31	DATE Feb 1	
Local Phone Tolls								
Room and Meals	1200	1900	1900	900	11200	1200	1200 ✓	
Medical Attention	500	500	500	500	500	500	500 ✓	
Tray Service								
Sundries								
Local Phone						10	✓	
Long Distance								
Telegrams								
C. O. D.								
Laundry	264						224 ✓	
Horse Kaba			350				credit ✓	20000
Taxi							Charges ✓	18192
Repairs automatic Bureau		200				200	Credit Bal	1858
Examinations Metabolism					500		✓	
Massage	200				200	200	✓	
Manicure	75						✓	
Cash Advances				50000 ✓			100000 ✓	
Today's Charges	1939	1600	1750	6400	2415	2110	11928	
Previous Charges		1939	3539	5289	11689	14104	6214	
TOTAL CHARGES		3539	5289	11689	14104	6214	18142	
Credits	10000				14000	20000		
Due Today					4104			

Feb 4

D. Gerstein

R

4/75

Case # 2024

201 - 75.00
208 - 49.85
209 - 79.00
209 - 10.25
252 - 4.25
309 - 1.35
311 - .02
Cash - 150.00
390.16

BATTLE CREEK, INCORPORATED

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME

Mrs. David Kaufman

Philadelphia, Pa

2-23 Key 6 P.M.
Mfd 1-21-36

Bills rendered to Saturday noon.

92.59
93.43
15.15
370.16

ITEMS	DATE 1936	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tolls	2-9	2-10	2-11	2-12	2-13		
Room and Meals	12 00	12 00	12 00	12 00	12 00		
Medical Attention	5 00	5 00	5 00	5 00	5 00		
Tray Service							
Sundries							
Local Phone		60	35	50			
Long Distance				25			
Telegrams				13			
C. O. D.							
Laundry				536			
Hotel Stamps	03						
Taxi							
Baggage							
Examinations							
Antiques	1 25						
Automobile Exp.	2 00	2 00					
Cash Advances							
Today's Charges	20 28	19 60	17 35	23 94	11 00		
Previous Charges		20 28	39 88	57 23	81 17		
TOTAL CHARGES		39 88	57 23	81 17	92 17		
Credits	18 58				18 58		
Due Today					23 59		

Feb 13
Mr Kaufman

7359
Extra Hose 14 58 ea. Bal.
55 01

Amici Exhibit 56

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME	ROOM	RATE	ARRIVAL	DEPARTURE	DATE
M. David Kaufman Philadelphia, Penn.	210		12-24-36 3 PM		

Dec 26

Rent 4 Dec 4

Meal

ITEMS	DATE 1936 Dec 24	DATE Dec 25	DATE Dec 26	DATE	DATE	DATE	DATE
Local Phone Tally							
Room and Meals	2 50	10 00	10 00				
Medical Attention	5 00	5 00	5 00				
Tray Service							
Sundries							
Local Phone							
Long Distance							
Telegrams							
C. O. D.							
Laundry							
Nurse							
Taxi							
Baggage							
Examinations	not completed						
Foods Accepted		1 50	2 50				
Cash Advances							
Today's Charges	7 50	16 50	17 50				
Previous Charges		7 50	24 00				
TOTAL CHARGES		24 00	41 50				
Credits							
Due Today							

54/5

Jan 4

V. Prentice

BY

Amici Exhibit 56

2099

Dec

Case # 1328

GUEST LEDGER

THE MIAMI-BATTLECREEK

Miami Springs, Florida

301 – 43.25
202 – 29.25
209 – 40.00
309 – .55
252 – 7.00
311 – 10.06
Cash 20.00
140.11

NAME: Mr. David Kaufman

Philadelphia, Penn.

ENTERED

ROOM: 210

RATE:

ARRIVAL: 12-24-36 3 P.M.

DEPARTURE:

DATE:

ITEMS	DATE 1936 Dec 27	DATE Dec 28	DATE Dec 29	DATE Dec 30	DATE Dec 31	DATE Jan 1	DATE Jan 2
Local Phone Tally							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	10 00
Medical Attention	5 00	5 00	3 00	5 00	3 00		
Tray Service						5 00	3 00
Sundries						23	
Local Phone	15	10		30			
Long Distance						45	15
Telegrams							
C. O. D.						50	
Laundry					1/4 Pd.	300 00	
Nurse					Billing	196 47	
Taxi					Credit	103 53	
Baggage							
Examinations							
Tr. & Taxes				1 50			2 50
Pr. Exp.					1 50		
Cash Advances				20 00	06		06
Today's Charges	15 15	15 10	15 00	36 80	14 56	16 15	40 21
Previous Charges		15 15	30 25	45 25	82 05	99 61	116 76
TOTAL CHARGES		30 25	45 25	82 05	96 61	116 76	156 97
Credits							
Due Today					Net due Dec 31		93 50

55/40

Amici Exhibit 56

2100

NAME

Mr. David Kaufman

Philadelphia, Penn

ROOM 210 | DATE | ARRIVAL 12-24-36 | DEPARTURE 3 PM | DATE #13 3802

PAID

ITEMS	DATE 1937	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally	Jan 3	Jan 4	Jan 5	Jan 6				2.35
Room and Meals	10 00	10 00	10 00	7 50				19 50
Medical Attention	5 00	5 00	5 00	5 00				23 50
Tray Service								
Sundries							2 13	16 1
Local Phone	15	25	35	10				
Long Distance								
Telegrams				76				10 85 3
C. O. D.								
Laundry								
Nurse Food service		90						
Taxi								
Baggage								
Examinations								
Dinner Guest	1 25	1 25						
Treatment Food	3 00							
Cash Advances			16 63	5 00	16 53			
Today's Charges	19 40	17 40	32 6	16 3	87 16			
Previous Charges		19 40	36 8	68 8	84 9			
TOTAL CHARGES	19 40	36 8	68 8	84 9	102 5			
Credits								
Due Today								

Credit 10 85 3

Billing 87 16

Credit 16 37 refund

Jan 6

Curtis

56/41

Amici Exhibit 56

2101

Case #1402

THE MIAMI BATTLECREEK

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME: Mr. David Kaufman
Philadelphia, Pa.

ROOMS: 205 | RATE | ARRIVAL: 1-24-37 2:30 P.M. | DEPARTURE | DAYS

Feb 1
By V. Curtis

#13

ITEMS	DATE 1937 Jan 24	DATE Jan 25	DATE Jan 26	DATE Jan 27	DATE Jan 28	DATE Jan 29	DATE Jan 30		
Local Phone Tally								71	5
Room and Meals	750	1500	1500	1500	1500	1500	1500	32	15
Medical Attention	500	500	500	500	500	500	500	46	40
Tray Service		25	25	75	75	50	25	209 2	75
Sundries									
Local Phone			30	50	10	95	25	213 6	82
Long Distance			445			55			
Telegrams		50							
C.O.D. Postage						22		210 5	35
Laundry	535								
Nurse			390	(390)	Breast Treatment		450	206	90
Taxi									
Baggage Dinner Guest			125				250		
Examinations				300	(300)				
Food accessories 150		90						215	87
Drugs		60		30					
Cash Advances						5000			
Today's Charges	1935	2825	2075	2845	2385	7122	2750		
Previous Charges		1935	4160	7185	10030	12905	19527		
TOTAL CHARGES		4160	7185	10030	12905	19527	22277		
Credits									

Rate is $5.00 per day
21.50

Amici Exhibit 56

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME

Mr David Kaufman

Philadelphia, Pa.

ENTERED

ITEMS	DATE 1937 Jan 31	DATE Feb 1	DATE Feb 2	DATE Feb 3	DATE Feb 4	DATE Feb 5	DATE Feb 6	DATE Feb 7
Local Phone Tally								
Room and Meals	15 00	15 00	15 00	15 00	15 00	15 00	15 00	
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	5 00	
Tray Service	75	75	75		25			
Sundries								
Local Phone	35	25		90	40	25	25	
Long Distance		395						
Telegrams								
C. O. D.								
Laundry								
Nurse								
Taxi								
Bandages & Supplies		100						
Examinations Electrocardiogram								
Cash Advances								
Today's Charges	21 70	25 95	20 75	20 90	20 65	20 25	25 25	
Previous Charges		21 70	47 65	67 40	87 30	107 95	128 20	
TOTAL CHARGES		47 65	67 40	87 30	107 95	128 20	153 45	
Credits								
Due Today								

Feb 8

BY Custer

205

1-2

2:3

Feb 1 E.P.H. repeat

Amici Exhibit 56

Case # 1402

GUEST LEDGER

THE MIAMI-BATTLECREEK

MIAMI SPRINGS, FLORIDA

NAME	ROOM	RATE	ARRIVAL	DEPOSIT PAID	CHKD
Mr. David Kaufman Philadelphia, Pa.	205		1-24-37 2:30 PM		

ITEMS	DATE 1937	DATE	DATE	DATE	DATE	DATE	DATE		
Local Phone Tally	24 7	8	9	10	11	12	13		
Room and Meals	15 00	15 00	15 00	15 00	15 00	15 00	5 00		
Medical Attention	5 00	00	5 00	5 00	5 00	5 00			
Tray Service						25	2 09		
Sundries									
Local Phone	10	10	15	40	20		11		
Long Distance					2 60		2 33		
Telegrams									
C. O. D.									
Laundry				3 17			3 10		
Nurse									
Taxi									
Baggage									
Examinations									
Cash Advances			1 20						
Today's Charges	20 10	20 10	21 15	23 57	22 90	16 25	18 10		
Previous Charges		20 10	40 20	61 35	85 92	102 82	120 07		
TOTAL CHARGES		40 20	61 35	85 92	102 82	120 07	138 17		

Amici Exhibit 56

2704

THE MIAMI DAILY RECORD

GUEST LEDGER

MIAMI SPRINGS, FLORIDA

NAME: Mr. Daniel Kaufman
Philadelphia Pa

ENTERED

ROOMS: 209 | RATE: | ARRIVAL: 1/24 2:30 PM | DEPARTURE: #13 | DAYS: 3½

ITEMS	DATE 1/37	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DEPARTURE	DAYS
Local Phone Tolls	70 19	15	16	17	18					40 50
Room and Meals	13 00	13 00	13 00	13 00	6 50					18 00
Medical Attention	5 00	5 00	5 00	5 00	5 00					25 00
Tray Service	25								209	25
Sundries					30				213	40
Local Phone			10							
Long Distance		8 60								
Telegrams Tickets										
Laundry										119 15
Nurse										
Taxi										
Baggage										
Examinations										
Cash Advances						35 00				
Today's Charges	18 25	26 60	18 10	18 00	16 80	35 00				
Previous Charges		18 25	44 85	62 95	80 95	92 75				
TOTAL CHARGES		44 85	62 95	80 95	97 75	127 75				
Credits			Jews	Phone	Call	8 60				
Due Today						119 15				

5%/25

Amici Exhibit 56

2705